

**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 April 26, 2016)
VOLUME I OF II**

April 14, 2016

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

APPLICATION OF LIGHTSQUARED LP
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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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 April 26, 2016)

Ligado Networks LLC¹, the successor-in-interest to 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 Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") on April 26, 2016 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.

¹ Pursuant to the Modified Second Amended Plan (as defined herein) LightSquared LP reorganized as of the Effective Date (as such term is defined herein) and became New LightSquared LLC. Thereafter, on February 10, 2016, New LightSquared LLC changed its name to Ligado Networks LLC.

THE MOTION IS FOR AN ORDER:

- (a) abridging the timing and validating the method of service of this Notice of Motion and Motion Record, such that this motion is properly returnable on April 26, 2016;
- (b) recognizing in Canada and giving full force and effect in all provinces and territories of Canada, pursuant to Section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C36, as amended (the "CCAA"), the following Order of the United States Bankruptcy Court for Southern District of New York (the "**U.S. Bankruptcy Court**") in the cases commenced by the Chapter 11 Debtors in the U.S. Bankruptcy Court (the "**Chapter 11 Cases**") under Chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**U.S. Bankruptcy Code**"):
 - (i) Order Entering Final Decree and Closing the Chapter 11 Cases of LightSquared Inc. [U.S. Bankruptcy Court Docket No. 2473] (the "**Closure Order**");
- (c) approving the Twenty-Sixth Report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer of the Chapter 11 Debtors (the "**Information Officer**"), dated September 22, 2015, and the Twenty-Seventh Report of the Information Officer, to be filed separately, and the activities of the Information Officer described therein;
- (d) approving the professional fees and disbursements of the Information Officer and its legal counsel, including the estimates to completion;
- (e) discharging the Information Officer;
- (f) declaring that A&M is released and discharged from any and all liability that A&M now has, or may have, by reason of, or in any way arising out of, the acts or omissions of A&M while acting in its capacity as Information Officer, save and except for any liability arising out of gross negligence or willful misconduct;

- (g) declaring that no action or proceeding shall be commenced against the Information Officer arising from or related to its capacity or conduct as Information Officer, except with prior leave of this Honourable Court;
- (h) terminating the Stay Period (as defined in the Supplemental Order, dated May 28, 2012 granted by this Honourable Court, (the “**Supplemental Order**”));
- (i) discharging the Administration Charge (as defined in the Supplemental Order);
and
- (j) granting such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- 2. Pursuant to the Initial Recognition Order, dated May 18, 2012, and the Supplemental Order, the Canadian Court: (a) recognized LightSquared as the Foreign Representative of the Chapter 11 Debtors; (b) declared the cases (the “**Chapter 11 Cases**”) commenced by the Chapter 11 Debtors in the U.S. Bankruptcy Court to be a “foreign main proceeding” pursuant to Part IV of the *Companies’ Creditor Arrangement Act* (“**CCAA**”); and (c) stayed all proceedings against the Chapter 11 Debtors and their property until such date as the Canadian Court may order.

THE MODIFIED SECOND AMENDED PLAN IMPLEMENTATION

- 3. On December 18, 2014, the Chapter 11 Debtors filed initial versions of, (i) the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* (the “**Joint Plan**”), and (ii) the *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code*.
- 4. On March 26, 2015, the Chapter 11 Debtors filed the final version of the Joint Plan [Docket No. 2265] (the “**Modified Second Amended Plan**”), which was confirmed by Order of the U.S. Bankruptcy Court, dated March 27, 2015 [Docket No. 2276] (the “**Confirmation Order**”).

5. By Order dated April 9, 2015 (the “**Confirmation Recognition Order**”), the Canadian Court recognized and gave full force and effect in Canada to, among other orders, the Confirmation Order.
6. Since the entry of the Confirmation Order and the Confirmation Recognition Order, the Chapter 11 Debtors worked tirelessly to satisfy all of the conditions precedent to the Effective Date (defined below) and close the transactions contemplated by the Modified Second Amended Plan.
7. Key to the consummation of the Modified Second Amended Plan was the raising of a new money, senior-secured working capital facility and receipt of regulatory approvals with respect to the Chapter 11 Debtors’ request to transfer spectrum licenses to New LightSquared.
8. In the Spring and early Summer of 2015, the Chapter 11 Debtors successfully raised working capital facility commitments totaling \$1.5 billion.
9. On December 4, 2015, the Federal Communications Commission approved the request to transfer the LightSquared spectrum licenses to New LightSquared, thereby paving the way for the Chapter 11 Debtors to emerge from Chapter 11.
10. On December 7, 2015 (the “**Effective Date**”), the Modified Second Amended Plan was consummated and the Chapter 11 Debtors emerged from Chapter 11. To that end, on December 7, 2015, the Chapter 11 Debtors filed the Notice of (I) Effective Date of Plan, (II) Revised Schedule of Assumed Agreements, and (III) Revised List of Officers and Directors for Reorganized Debtors [U.S. Bankruptcy Court Docket No. 2433].
11. As the Chapter 11 Debtors worked towards consummating the Modified Second Amended Plan, two of their stakeholders, Sanjiv Ahuja (“**Ahuja**”) and SP Special Opportunities, LLC (“**SPSO**”) appealed the Confirmation Order (or provisions thereof).
12. Ahuja, LightSquared’s former CEO, commenced an appeal on March 27, 2015 to overturn the Confirmation Order. The initial appeal was denied by the United States District Court for the Southern District of New York (the “**District Court**”) on July 29,

2015. On August 5, 2015 Ahuja filed a further appeal of the Confirmation Order in the United States Court of Appeals for the Second Circuit (the “**Second Circuit**”).
13. With the consummation of the Modified Second Amended Plan on December 7, 2015, Ahuja’s appeal became moot and on December 8, 2015 the Chapter 11 Debtors filed a motion to dismiss Mr. Ahuja’s appeal on equitable mootness grounds.
 14. On March 22, 2016 the Second Circuit granted the Chapter 11 Debtors’ Motion, denied Ahuja’s appeal and affirmed the decision of the District Court.
 15. On April 9, 2015, SPSO, a prepetition lender, commenced an appeal of the Confirmation Order, limited specifically to the injunction provisions in Paragraph 36(b) thereof. On October 7, 2015, the District Court issued a decision that, among other things, vacated Paragraph 36(b) of the Confirmation Order and remanded the matter to the U.S. Bankruptcy Court to consider whether additional injunctive relief was appropriate. To date, no action has been taken by any of the Chapter 11 Debtors or SPSO before the U.S. Bankruptcy Court with respect to Paragraph 36(b).
 16. On March 15, 2016 the Chapter 11 Debtors filed a Notice of Presentment on Motion for an Order Entering Final Decree and Closing of the Chapter 11 Cases (the “**Closure Order Motion**”).
 17. The Closure Order Motion provided an objection deadline of no later than March 22, 2016 at 9:00 a.m. (prevailing Eastern Time) (the “**Objection Deadline**”).
 18. A group called The Minority Victimized Common Shareholders of TerreStar Corporation filed a Motion in Objection The Final Decree and Closing of the Chapter 11 Case [Docket No. 2467] (the “**Closure Order Objection Motion**”) prior to the Objection Deadline.
 19. The Closure Order Objection Motion was heard on April 6, 2016. The Bankruptcy Court denied the relief sought in the Closure Order Objection Motion and entered the Closure Order on April 6, 2016.

FEES, DISCHARGE AND TERMINATION

20. The Supplemental Order requires the Information Officer and its counsel to pass their accounts and refers said accounts to a judge of this Honourable Court.
21. The fees of the Information Officer and its counsel are detailed in the affidavits as to fees, attached to the Twenty-Seventh Report.
22. The fees and expenses of each of the Information Officer and its counsel are fair and reasonable.
23. By virtue of the consummation of the Modified Second Amended Plan on the Effective Date and the successful emergence of the Chapter 11 Debtors from the Chapter 11 Cases along with the U.S. Bankruptcy Court entering the Closure Order, it is appropriate to discharge the Information Officer and terminate the Stay Period and Administration Charge at this time.
24. The *Rules of Civil Procedure*, including rules 2.03, 3.02 and 16.
25. The provisions of the CCAA, including Part IV; and
26. 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:

27. The Twenty-Seventh Report.
28. The Affidavit of John Walker, sworn April 12th, 2016.
29. The Affidavit of Brian F. Empey, sworn April 12th, 2016.
30. The Affidavit of Elizabeth Creary, sworn April 14th, 2016.

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

April 14, 2016

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and Canadian Counsel to the Chapter 11
Debtors and Reorganized Debtors*

TO: THE SERVICE LIST

TAB 2

**ONTARIO
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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
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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 April 14th 2016)**

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 Ligado Networks LLC¹ ("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.

¹ Pursuant to the Modified Second Amended Plan (as defined herein), LightSquared LP reorganized and on December 7, 2015 became New LightSquared LLC. Thereafter, on February 10, 2016, New LightSquared LLC changed its name to Ligado Networks LLC.

2. This affidavit is filed in support of the Foreign Representative's motion for an order, *inter alia*, terminating these proceeding and 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") entered in the cases commenced by the Chapter 11 Debtors in the U.S. Bankruptcy Court (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "U.S. Bankruptcy Code"):

- (i) Order Entering Final Decree and Closing the Chapter 11 Cases of LightSquared Inc. [U.S. Bankruptcy Court Docket No. 2473] (the "Closure Order").

3. A copy of the Closure Order is attached hereto as Exhibit "A".

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 were in the process of building, what was at the time of filing, the only 4th Generation Long Term Evolution ("4G LTE") open wireless broadband network that incorporated nationwide satellite coverage throughout North America and offered 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 the U.S. Bankruptcy Code 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 15, 2012 and May 16, 2012, the U.S. Bankruptcy Court in the Chapter 11 Cases entered various “first day” orders, including an interim order authorizing LightSquared to act as the Foreign Representative of the Chapter 11 Debtors.

9. On May 18, 2012, the Honourable Justice Morawetz (as he then was) of the Ontario Superior Court of Justice (Commercial List) (the “**Canadian Court**”) granted an Initial Recognition Order in these proceedings, which among other things: (a) recognized LightSquared as the “foreign representative” of the Chapter 11 Debtors; (b) declared the Chapter 11 Cases to be a “foreign main proceeding” pursuant to Part IV of the CCAA; and (c) stayed all proceedings against the Chapter 11 Debtors.

10. On May 18, 2012, the Honourable Justice Morawetz also granted a Supplemental Order in these proceedings, which among other things: (a) appointed Alvarez & Marsal Canada Inc. as Information Officer in these proceedings; and (b) 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.

11. Since the inception of the proceedings, the Canadian Court has recognized and enforced in Canada several other orders of the U.S. Bankruptcy Court made in the Chapter 11 Cases.

IMPLEMENTATION OF THE MODIFIED SECOND AMENDED PLAN

12. On December 18, 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., filed initial versions of, (i) the *Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* (the “**Joint Plan**”), and (ii) the *Specific Disclosure Statement for Joint Plan Pursuant to Chapter 11 of Bankruptcy Code*.

13. On March 26, 2015, the Chapter 11 Debtors filed the final version of the Joint Plan [Docket No. 2265] (the “**Modified Second Amended Plan**”), which was confirmed by the U.S.

Bankruptcy Court on March 27, 2015. A copy of the Order of the U.S. Bankruptcy Court confirming the Modified Second Amended Plan, dated March 27, 2015 [Docket No. 2276] (the “**Confirmation Order**”) is attached hereto as Exhibit “**B**”. A copy of the Modified Second Amended Plan is attached to the Confirmation Order. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Modified Second Amended Plan.

14. By Order dated April 9, 2015 (the “**Confirmation Recognition Order**”), the Canadian Court recognized and gave full force and effect in Canada to, among other orders, the Confirmation Order.

15. Since the entry of the Confirmation Order and the Confirmation Recognition Order, the Chapter 11 Debtors worked tirelessly to satisfying all conditions precedent to the Effective Date (as defined in the Modified Second Amended Plan) and close the transactions contemplated by the Modified Second Amended Plan.

16. Key to the Chapter 11 Debtor’s emergence from the Chapter 11 Cases was the raising of a new money, senior-secured Working Capital Facility and the receipt of regulatory approvals with respect to LightSquared’s request to transfer its spectrum licenses to New LightSquared.

17. The proceeds of the Working Capital Facility were used to, among other things, repay obligations under the Chapter 11 Debtors’ DIP facility, pay certain administrative claims, make distributions under the Modified Second Amended Plan and fund the reorganized Chapter 11 Debtors’ working capital needs post-emergence.

18. In the Spring and Summer of 2015, LightSquared went to market, engaged Credit Suisse Securities (USA) LLCV, Jeffries Finance LLC, and Morgan Stanley Senior Financing, Inc., as lead arrangers, and with their aid, ultimately raised Working Capital Facility commitments totalling US\$1.5 Billion.

19. On December 4, 2015, the Federal Communications Commission (the “**FCC**”) approved LightSquared’s request to transfer its spectrum licenses to New LightSquared, thereby allowing the Chapter 11 Debtors to emerge from Chapter 11 protection.

20. Over the ensuing three days, multiple old business entities were dissolved or converted, new entities were formed, claims were paid and liens were released, valuable billions of dollars' worth of spectrum assets were transferred, billions of dollars of new debt was funded, billions of dollars of old debt was retired, over US\$2 billion of multiple series of new debt and equity securities were issued and dispersed, old equity was cancelled, and millions of dollars of cash and other assets were contributed by the Chapter 11 Debtors' New Investors.

21. On December 7, 2015 (the "**Effective Date**"), the Plan was substantially consummated as to each Chapter 11 Debtor entity and the Chapter 11 Debtors filed the Notice of (I) Effective Date of Plan, (II) Revised Schedule of Assumed Agreements, and (III) Revised List of Officers and Directors for Reorganized Debtors [U.S. Bankruptcy Court Docket No. 2433] (the "**Plan Effective Date Notice**"). A copy of the Plan Effective Date Notice is attached hereto as Exhibit "**C**".

22. The Chapter 11 Debtors have now emerged from Chapter 11 protection as reorganized entities. All property proposed to be transferred pursuant to the Modified Second Amended Plan has been transferred. All disputed claims against the Chapter 11 Debtors' estates have been resolved, and all payments required under the Modified Second Amended Plan have been made. The successors to the Chapter 11 Debtors have assumed the business and management of the property dealt with by the Second Amended Plan. With one exception, there are no pending motions, contested matters, or adversary proceedings to be adjudicated by this Court². The one exception – the U.S. Bankruptcy Court's decision in *LightSquared LP v SP Special Opportunities LLC (In re LightSquared Inc.)*, Adv. Pro. No. 13-01390 (June 10, 2014) – remains subject to appellate review with respect to certain issues including equitable disallowance and laches. The pendency of this standalone action, however, which concerns only a single creditor and does not implicate the distributions to any other party in interest is not a bar to closing the Chapter 11 Cases.

² On April 9, 2015, SP Special Opportunities, LLC ("**SPSO**") filed a notice of appeal with the U.S. Bankruptcy Court [Docket No. 2306] and commenced an appeal (the "**SPSO Appeal**") of the Confirmation Order, limited specifically to the injunction provisions in Paragraph 36(b) of the Confirmation Order. On October 7, 2015, the United States District Court for the Southern District of New York (the "**District Court**") issued a decision that vacated paragraph 36(b) of the Confirmation Order and remanded the matter to the Bankruptcy Court to consider whether additional injunctive relief was appropriate. To date, no action has been taken by any of LightSquared or SPSO in the U.S. Bankruptcy Court with respect to Paragraph 36(b).

23. As previously detailed in my affidavit sworn April 2, 2015, an appeal (the “**Ahuja Appeal**”) was commenced by Sanjiv Ahuja (“**Ahuja**”), LightSquared’s former CEO, on March 27, 2015 seeking to overturn the Confirmation Order. The Ahuja Appeal was denied by the District Court on July 29, 2015. A copy of the District Court’s decision is attached hereto as Exhibit “**D**”.

24. Oral arguments with respect to (a) a subsequent appeal filed by Ahuja on August 5, 2015 in the United States Court of Appeals for the Second Circuit (the “**Second Circuit**”) and (b) LightSquared’s motion to dismiss the Ahuja Appeal on equitable mootness grounds, filed on December 8, 2015 (i.e. after the Effective Date) were heard by the Second Circuit on February 28, 2016. On March 22, 2016 the Second Circuit denied Ahuja’s Appeal and affirmed the decision of the District Court.³ A copy of the Second Circuit decision is attached hereto as Exhibit “**E**”.

CULMINATION OF CHAPTER 11 PROCEEDINGS

25. On March 15, 2016 the Chapter 11 Debtors filed a Notice of Presentment on Motion for the Closure Order [Docket No. 2465] (the “**Closure Order Motion**”). A copy of the Closure Order Motion is attached hereto as Exhibit “**F**”.

26. The Closure Order Motion provided an objection deadline of no later than March 22, 2016 at 9:00am (prevailing Eastern Time) (the “**Closure Order Objection Deadline**”).

27. Prior to the Closure Order Objection Deadline, a group called the Minority Victimized Common Shareholders of TerreStar Corporation filed a Motion in Objection the Final Decree and Closing of the Chapter 11 Case [Docket No. 2467] (the “**Closure Order Objection**”). A copy of the Chapter 11 Closure Order Objection is attached hereto as Exhibit “**G**”.

28. On April 6, 2016, the Closure Order Objection Motion was heard. The Bankruptcy Court denied the Closure Order Objection and entered the Closure Order on April 6, 2016.

³ LightSquared strongly believes that the United States Supreme Court is unlikely to grant Ahuja’s petition for certiorari and hear the Ahuja Appeal if Ahuja were to pursue his appeal further. But such process could, and likely would, last many months, all at LightSquared’s expense and with no cost to Ahuja.

29. The Chapter 11 Debtors respectfully submit that recognition of the Closure Order is necessary and appropriate and in the best interests of all stakeholders.

30. Considering that the U.S. Bankruptcy Court has issued the Closure Order, the Foreign Representative submits that it is appropriate for these proceedings to culminate.

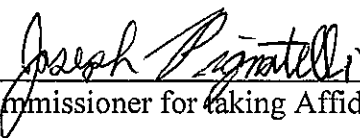
31. I have reviewed the Affidavit of John J. Walker dated April 12, 2016 detailing the fees and expenses incurred by the Information Officer since the commencement of these proceedings and believe such fees and disbursements to be reasonable in the circumstances.

32. I have reviewed the Affidavit of Brian F. Empey dated 12, 2016 detailing the fees and expenses incurred by counsel to the Information Officer since the commencement of these proceedings and believe such fees and disbursements to be reasonable in the circumstances.

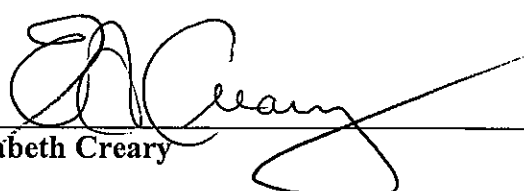
33. As such, the Foreign Representative requests that the Information Officer appointed in these proceedings shall be discharged and released, and the Administration Charge (as defined in the Supplemental Order, dated May 18, 2012 (the "Supplemental Order") be discharged. In addition, the Foreign Representative submits that the Stay Period (as defined in the Supplemental Order) also be terminated.

34. I make this affidavit in support of the motion of the Foreign Representative returnable April 26, 2016 and for no other or improper purpose.

SWORN before me in the City of Ottawa)
in the Province of Ontario the 14th day of)
April, 2016.)
)
)
)
)
)
)



Commissioner for Taking Affidavits, etc.)



Elizabeth Creary)

Joseph Anthony John Pignatelli,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires May 1, 2017.

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
(COMMERCIAL LIST)**

**AFFIDAVIT OF ELIZABETH CREARY
(Sworn April 14th, 2016)**

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
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Email: jordan.schultz@dentons.com

*Solicitors for the Foreign Representative and Canadian
Counsel to the Chapter 11 Debtors and the Reorganized
Debtors*

TAB A

This is Exhibit "A" referred to in the

Affidavit of Elizabeth Creary

Sworn before me this 14th day of April, 2016



A Commissioner, etc.

Joseph Anthony John Pignatelli,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires May 1, 2017.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**ORDER ENTERING FINAL DECREE AND
CLOSING THE CHAPTER 11 CASES OF LIGHTSQUARED INC.**

Upon the motion (the "Motion")², and the Closing Report attached to the Motion as Exhibit B (the "Closing Report"), of LightSquared Inc. and certain of its affiliates, as reorganized debtors (collectively, "LightSquared")³ in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), for entry of an order, pursuant to sections 105(a) and 350(a) of the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022-1 of the Local Bankruptcy Rules for the Southern District of New York, closing the Chapter 11 Cases; 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 having been given pursuant to

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.

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

³ Reorganized LightSquared LP is now known as Ligado Networks LLC.



Bankruptcy Rule 2002(b) and appearing adequate and appropriate under the circumstances; and the Court having found no other or further notice is needed or necessary; and upon the objection to the Motion [ECF No. 2467] (the “Objection”); and a hearing having been held on the Motion on April 6, 2016 (the “Hearing”); and the Court having considered the Motion, the Objection, and the full record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion 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 due consideration having been given to any responses thereto; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED** that:

1. The Objection is overruled for the reasons stated on the record of the hearing and the Motion is granted to the extent set forth herein.

2. Pursuant to section 350(a) of the Bankruptcy Code, the above-captioned jointly administered Chapter 11 Cases are hereby closed, subject to the Court’s retention of jurisdiction as is provided for in Article XI of the Plan. Nothing in this Order shall prejudice any right to reopen these Chapter 11 Cases at any time in accordance with, and for the purposes established by, section 350(a) of the Bankruptcy Code.

3. The Closing Report is approved.

4. Kurtzman Carson Consultants LLC (“KCC”) shall (a) prepare final claims registers for the clerk’s office, pursuant to the guidelines for implementing 28 U.S.C. § 156(c), and (b) box and transport all claims to the Federal Archives, at the direction of the Clerk’s Office.

5. The services of KCC as the official claims and noticing agent for the debtors and debtors in possession, appointed in these Chapter 11 cases pursuant to 28 U.S.C. § 156(c) and the *Order Authorizing and Approving Employment and Retention of Kurtzman Carson Consultants LLC as Claims and Noticing Agent for Debtors and Debtors in Possession*, dated May 5, 2012, are hereby terminated and released.

6. LightSquared shall not be obligated to pay quarterly fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930(a)(6) in respect of its Chapter 11 Cases beyond the date of entry of this Order.

7. LightSquared is authorized to take all actions necessary to effectuate this Order.

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

9. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

New York, New York
Date: April 6, 2016

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

TAB B

This is Exhibit "B" referred to in the

Affidavit of Elizabeth Creary

Sworn before me this 14th day of April, 2016



A Commissioner, etc.

Joseph Anthony John Pignatelli,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires May 1, 2017.

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

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

**ORDER CONFIRMING MODIFIED SECOND AMENDED JOINT PLAN
PURSUANT TO CHAPTER 11 OF BANKRUPTCY CODE**

The Plan Proponents² having proposed and filed:

- a. the *Modified Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code*, dated March 26, 2015 [Docket No. 2265] (as amended, supplemented, or modified from time to time in accordance with the terms thereof, the "Plan"), attached hereto as Exhibit A;
- b. the *First Amended General Disclosure Statement*, dated October 7, 2013 [Docket No. 918] (as amended, supplemented, or modified from time to time, the "General Disclosure Statement"); and
- c. the *Second Amended Specific Disclosure Statement for Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code*, dated January 20, 2015 [Docket No. 2035] (as amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "Specific Disclosure Statement" and, together with the General Disclosure Statement, the "Disclosure Statement"); and

this Court having:

- d. entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement Order (each, as defined below), as applicable.

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] (the "Original Disclosure Statement Order");

- e. entered the *Order Approving (A) Second Amended Specific Disclosure Statement for Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code, and (B) Solicitation Procedures and Shortened Deadlines with Respect to Confirmation of Such Plan*, dated January 20, 2015 [Docket No. 2036] (the "Solicitation Order" and, together with the Original Disclosure Statement Order, the "Disclosure Statement Order"); and
- f. approved the Plan and Disclosure Statement for transmission to Holders of Claims against, or Equity Interests in, LightSquared's Estates in compliance with title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Rules for the Bankruptcy Court for the Southern District of New York (the "Local Rules"), and the Disclosure Statement Order; and

the Plan Proponents having:

- g. obtained recognition of the Original Disclosure Statement Order pursuant to the order of the Canadian Court, dated October 17, 2013, recognizing and giving full force and effect to the First Disclosure Statement Order in all provinces and territories of Canada;
- h. obtained recognition of the Solicitation Order pursuant to the order of the Canadian Court, dated February 2, 2015, recognizing and giving full force and effect to the Solicitation Order in all provinces and territories of Canada;
- i. timely and properly (i) solicited the Plan and Disclosure Statement and (ii) provided due notice of the hearing before the Court to consider the confirmation of the Plan (the "Confirmation Hearing") to Holders of Claims against, or Equity Interests in, LightSquared and other parties in interest, all in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order, as established by the Affidavit of Service of Gil Hopenstand, an employee of the Court-approved notice, claims, solicitation, and balloting agent, Kurtzman Carson Consultants LLC ("KCC"), sworn to January 23, 2015 [Docket No. 2047] (the "Solicitation/Notice Affidavit"), describing the manner in which votes were solicited, and notice was provided, with respect to the Plan; and
- j. submitted the *Certification of Gil Hopenstand with Respect to Tabulation of Votes on Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code*, sworn to February 13, 2015 [Docket No. 2074] (the "Tabulation Affidavit"), describing the methodology used for the tabulation of votes and the results of voting with respect to the Plan; and

this Court having:

- k. found that the notice provided regarding the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate under the circumstances and no further notice is required;
- l. been fully familiar with the Plan and other relevant factors affecting the Chapter 11 Cases;
- m. been fully familiar with, and having taken judicial notice of, the entire record of the Chapter 11 Cases;
- n. held the Confirmation Hearing, which hearing included further evidence regarding (i) *LightSquared's Motion for Order, Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, (A) Approving Postpetition Financing, (B) Authorizing Use of Cash Collateral, If Any, (C) Granting Liens and Providing Superpriority Administrative Expense Status, (D) Granting Adequate Protection, and (E) Modifying Automatic Stay* [Docket No. 2063] (the "New Inc. DIP Motion"), (ii) *LightSquared's Motion for Entry of Order Authorizing Payment of Alternative Transaction Fee in Connection with Proposed Plan of Reorganization* [Docket No. 2002] (the "Alternative Transaction Fee Motion"), (iii) *LightSquared's Motion for Entry of Order Authorizing LightSquared To Modify and Extend Existing Key Employee Incentive Plan* [Docket No. 2065] (the "KEIP Motion"), (iv) the *Supplement and Reply in Support of LightSquared's Motion for Entry of Order Authorizing LightSquared To Modify and Extend Existing Key Employee Incentive Plan* [Docket No. 2181] (the "KEIP Supplement" and, together with the KEIP Motion, the "Amended KEIP Motion"), and (v) *LightSquared's Motion for Entry of Order, Pursuant to 11 U.S.C. §§ 105(a) and 363, Authorizing LightSquared to (A) Enter Into and Perform Under Letters Related to \$1,515,000,000 Second Lien Exit Financing Arrangements, (B) Pay Fees and Expenses in Connection Therewith, and (C) Provide Related Indemnities* [Docket No. 2239] (the "Commitment Letters Motion");
- o. considered the entire record of the Confirmation Hearing, including, but not limited to,
 - i. the Plan (including, but not limited to, the Plan Supplement documents), the Disclosure Statement, and the Disclosure Statement Order,
 - ii. the Solicitation/Notice Affidavit and Tabulation Affidavit,
 - iii. the objections, reservation of rights, and other responses filed with respect to the Plan (collectively, the "Objections"), including the following:
 - (A) *Oracle's Reservation of Rights Regarding Debtors' Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code ("Reservation Rights")* [Docket No. 2110];
 - (B) *Objection of Centaurus Capital L.P., Keith Holst and Stephen Douglas to Confirmation of Debtors' Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2112];
 - (C) *Reservation of Rights of Jacksonville Police and Fire Pension Fund with Respect to Confirmation of Second Amended Joint Plan Pursuant to Chapter*

- 11 of Bankruptcy Code [Docket No. 2113]; (D) Boeing Satellite Systems, Inc.'s Supplemental Limited Objection and Reservation of Rights to the Debtors' Proposed Cure Obligation Associated with Boeing Contract [Docket No. 2114]; (E) Reservation of Rights of Jefferies LLC with Respect to Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 2117]; (F) Joinder in Objection of Centaurus Capital L.P., Keith Holst and Stephen Douglas to Confirmation of Debtors' Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code and Objection of Sanjiv Ahuja to Confirmation of the Debtors' Second Amended Joint Plan of Reorganization [Docket No. 2122] (the "Ahuja Objection"); (G) Objection of Providence TMT Special Situations Fund LP and Providence TMT Debt Opportunity Fund II LP to (1) Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code and (2) Motion for Entry of Order Authorizing Payment of Alternative Transaction Fee in Connection with Proposed Plan of Reorganization [Docket No. 2127]; (H) Objection of SP Special Opportunities, LLC to Confirmation of Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 2130]; (I) Objection of Solus Alternative Asset Management LP to the Debtors' Motion for Entry of Order Authorizing Payment of Alternative Transaction Fee in Connection with Proposed Plan of Reorganization [Docket No. 2131]; and (J) Objection of Solus Alternative Asset Management LP to Confirmation of the Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code [Docket No. 2133],*
- iv. *LightSquared's (I) Memorandum of Law in Support of Confirmation of Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code and (II) Omnibus Response to Objections to (A) Confirmation of Plan, (B) Alternative Transaction Fee Motion, and (C) Inc. DIP Motion [Docket No. 2184],*
- v. *the Declaration of Douglas Smith in Support of Confirmation of Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code [Docket No. 2193] (the "Smith Declaration"),*
- vi. *Statement of the Ad Hoc Secured Group of LightSquared LP Lenders in Support of the Debtors' Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code [Docket No. 2187];*
- vii. *arguments of counsel and the evidence proffered, adduced, and/or presented at the Confirmation Hearing, including, but not limited to, as referenced in the Smith Declaration,*
- viii. *the Mediator's Third Supplemental Memorandum Under ¶¶ 14 and 15 of Mediation Order, dated December 17, 2014 [Docket No. 1983] (the "Mediator's Report"),*

- ix. the *Notice of Withdrawal of Objection of SP Special Opportunities, LLC to Confirmation of Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2258],
 - x. the PSA Joinders (as defined below) [Docket No. 2268], and
 - xi. *Notice of Withdrawal of Objections of Solus Alternative Management LP* [Docket No. 2269];
- p. overruled any and all Objections to the Plan and to Confirmation not consensually resolved or withdrawn, including, but not limited to, the Ahuja Objection, unless otherwise indicated herein;
- q. found the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing establish just cause for the relief granted herein; and
- r. entered orders (collectively, the “Vote Changing Orders”) approving the relief requested in the (i) *Motion of Providence TMT Special Situations Fund LP and Providence TMT Debt Opportunity Fund II LP Pursuant to Bankruptcy Rule 3018(a) To Change Votes Relating to Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2242] (the “Providence Motion”) and (ii) *Motion for Order Pursuant to Bankruptcy Rule 3018(a) Authorizing Centaurus Capital L.P. and Keith Holst To Change Votes Relating to Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2244] (the “Centaurus Motion”); and

after due deliberation and good and sufficient cause appearing therefor, and based on the decision set forth on the record, it is hereby **FOUND, ORDERED, and ADJUDGED** that:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Jurisdiction and Venue. The Court has jurisdiction over the Chapter 11 Cases and confirmation of the Plan pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L), and (O), and the Court has jurisdiction to enter a Final Order with respect thereto. Each of the LightSquared entities is an eligible debtor under section 109 of the Bankruptcy Code. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Commencement and Joint Administration of Chapter 11 Cases. On May 14, 2012 (the “Petition Date”), LightSquared commenced the Chapter 11 Cases. By order of the Court

[Docket No. 33], the Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015. LightSquared has operated its businesses and managed its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including, but not limited to, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, adduced, and/or presented at the various hearings held before the Court during the pendency of the Chapter 11 Cases.

D. Disclosure Statement Orders, Solicitation, and Notice.

1. On October 10, 2013, the Court entered the Original Disclosure Statement Order, which, among other things, established solicitation, notice, balloting, and confirmation procedures for chapter 11 plans proposed in the Chapter 11 Cases and authorized KCC to, among other things, assist in (a) distributing the appropriate solicitation materials, (b) soliciting votes on chapter 11 plans proposed in the Chapter 11 Cases, (c) receiving, tabulating, and reporting on Ballots, and (d) responding to inquiries relating to the solicitation and voting process.

2. On January 20, 2015, the Court entered the Solicitation Order, which, among other things, (a) approved the Specific Disclosure Statement for purposes of solicitation, finding that it contained “adequate information” within the meaning of section 1125 of the Bankruptcy Code, (b) authorized LightSquared, through KCC, to solicit acceptances or rejections of the Plan in accordance with the approved solicitation procedures and shorted deadlines, and (c) incorporated by reference, to the extent not inconsistent with the Solicitation Order, the terms, provisions, and procedures of the Original Disclosure Statement Order.

3. Promptly following entry of the Solicitation Order, in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order, and as evidenced by the Solicitation/Notice Affidavit, KCC effectuated:

- (a) filing and service on all parties in interest of a notice concerning the Disclosure Statement, the Plan, and the Plan Documents, and deadlines and hearing dates with respect thereto, including, but not limited to, setting forth the proposed release, exculpation, and injunction provisions in the Plan, the dates applicable to, and procedures regarding, the solicitation of votes on the Plan, the date of the Confirmation Hearing, and the procedures for objecting to confirmation of the Plan; and
- (b) service of the appropriate solicitation materials on each Holder of Claims or Equity Interests entitled to vote under the Plan (i.e., Holders of Prepetition Inc. Facility Non-Subordinated Claims (Class 5), Prepetition Inc. Facility Subordinated Claims (Class 6), Prepetition LP Facility Non-SPSO Claims (Class 7A), Prepetition LP Facility SPSO Claims (Class 7B), Prepetition LP Facility Non-SPSO Guaranty Claims (Class 8A), Prepetition LP Facility SPSO Guaranty Claims (Class 8B), Existing LP Preferred Units (Class 11), and Existing Inc. Preferred Stock Equity Interests (Class 12)), including (i) the Disclosure Statement, (ii) the Solicitation Order, (iii) a notice regarding the Confirmation Hearing, and (iv) an appropriate number of Ballots (with voting instructions with respect thereto) (collectively, the "Solicitation Materials").

4. As described in the Solicitation Order and as evidenced by the Solicitation/Notice Affidavit, (a) service of the Solicitation Materials was adequate and sufficient under the circumstances of the Chapter 11 Cases and (b) adequate and sufficient notice of the Confirmation Hearing and other requirements, deadlines, hearings, and matters described in the Solicitation Order (i) was timely and properly provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order, and (ii) provided due process, and an opportunity to appear and to be heard, to all parties in interest. Because the foregoing transmittals, notices, and service were adequate and sufficient, no other or further notice is necessary or shall be required.

E. Voting. Votes on the Plan were solicited after disclosure of “adequate information” as defined in section 1125 of the Bankruptcy Code. As evidenced by the Solicitation/Notice Affidavit and Tabulation Affidavit, votes to accept the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

F. Plan Supplement. The filing and notice of the Plan Supplement as part of the Disclosure Statement, and as subsequently amended by filings with the Court, were proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order, and no other or further notice is or shall be required.

G. Plan Modifications. Any modifications to the Plan since the commencement of solicitation described or set forth herein constitute immaterial modifications and/or do not adversely affect or change the treatment of any Claims or Equity Interests. Pursuant to Bankruptcy Rule 3019, the foregoing modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the Holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

H. Burden of Proof. The Plan Proponents have met their burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, which is the applicable standard. Further, each witness who testified on behalf of the Plan Proponents at or in connection with the Confirmation Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

I. Bankruptcy Rule 3016. The Plan is dated and identifies the Debtors, Fortress, Centerbridge, and Harbinger as the specific Plan Proponents, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b).

J. New DIP Facilities.

1. *Eighth Replacement DIP Facility*. On January 20, 2015, the Court entered the *Final Order (A) Authorizing DIP Obligors to Obtain Eighth 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. 2053] (as amended, supplemented, or modified from time to time, the "Eighth Replacement DIP Facility Order"). The Eighth Replacement DIP Facility Order approved a debtor-in-possession credit facility (the "Eighth Replacement DIP Facility") which, subject to the satisfaction of the Conditions to Combined Delayed Draw Funding (as defined in the Eighth Replacement DIP Facility Order), will, among other things, provide (a) funding to the Inc. Debtors to satisfy those Inc. DIP Claims that are not JPM Acquired DIP Inc. Claims and pay the Prepetition Inc. Fee Claims and DIP Inc. Fee Claims (including, if necessary, any estimates of such claims) and (b) other post-confirmation funding for the Inc. Debtors' estates.

2. *New Investor New Inc. DIP Facility*. On February 9, 2015 the Debtors filed the New Inc. DIP Motion, seeking approval of the New Investor New Inc. DIP Facility. In the event that the Conditions to Combined Delayed Draw Funding have not been or will not be satisfied, the Court has issued or entered, or shall issue or enter, findings, rulings, judgments, and/or orders regarding the New Inc. DIP Motion under the appropriate sections of the Bankruptcy Code and applicable law (collectively, the "New Inc. DIP Order"). This Order fully

incorporates by reference the New Inc. DIP Order (and all terms thereof) to the extent that the Court has entered such New Inc. DIP Order.

K. Alternative Transaction Fee. In connection with confirmation of the Plan, the Court has issued or entered, or shall issue or enter, findings, rulings, judgments, and/or orders regarding the Alternative Transaction Fee Motion under the appropriate sections of the Bankruptcy Code and applicable law (collectively, the "Alternative Transaction Fee Order"). This Order fully incorporates by reference the Alternative Transaction Fee Order (and all terms thereof).

L. Key Employee Incentive Plan. In connection with confirmation of the Plan, the Court has issued or entered, or shall issue or enter, findings, rulings, judgments, and/or orders regarding the Amended KEIP Motion under the appropriate sections of the Bankruptcy Code and applicable law (collectively, the "KEIP Order"). This Order fully incorporates by reference the KEIP Order (and all terms thereof).

M. Commitment Letters. In connection with confirmation of the Plan, the Court has issued or entered, or shall issue or enter, findings, rulings, judgments, and/or orders regarding the Commitment Letters Motion under the appropriate sections of the Bankruptcy Code and applicable law (collectively, the "Commitment Letters Order"). This Order fully incorporates by reference the Commitment Letters Order (and all terms thereof).

N. Standing Motion Stipulation. On January 30, 2015, the Court entered the Standing Motion Stipulation Order, which order is a Final Order. This Order fully incorporates by reference the Standing Motion Stipulation Order (and all of the terms thereof) to the extent not inconsistent herewith.

COMPLIANCE WITH SECTION 1129 OF BANKRUPTCY CODE

O. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As further detailed below, the Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

1. *Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1))*. Article III of the Plan designates twenty (20) Classes of Claims or Equity Interests. The Claims or Equity Interests in each Class are substantially similar to other Claims or Equity Interests in each such Class. Valid business, legal, and factual reasons exist for separately classifying the various Classes of Claims and Equity Interests under the Plan. The Plan, therefore, satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

2. *Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2))*. The Plan specifies that Classes 1, 2, 3, 4, 7B, 8B, 9, 10, 15B, 16A, and 16B are unimpaired under the Plan, within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

3. *Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3))*. The Plan specifies that Classes 5, 6, 7A, 8A, 11, 12, 13, 14, and 15A are impaired under the Plan, within the meaning of section 1124 of the Bankruptcy Code, and specifies the treatment of such Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

4. *No Discrimination (11 U.S.C. § 1123(a)(4))*. The Plan provides for the same treatment for each Claim or Equity Interest in each respective Class unless the Holder of a particular Claim or Equity Interest has agreed to less favorable treatment on account of such Claim or Equity Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

5. *Implementation of Plan (11 U.S.C. § 1123(a)(5))*. Article IV and other provisions of the Plan, the various documents included in the Plan Supplement, and the terms of

this Order provide adequate and proper means for the implementation of the Plan, including, but not limited to, the following:

- (a) Plan Consideration.
 - (i) All consideration necessary to make Plan Distributions shall be obtained from Cash on hand and proceeds from the New DIP Facilities, the JPM Inc. Facilities Claims Purchase Agreement, the New Investor Commitment Documents (as applicable), the Working Capital Facility, the Second Lien Exit Facility, the Reorganized LightSquared Inc. Exit Facility, and the New LightSquared Entities Shares.
- (b) Confirmation Date Plan Transactions. The following Plan Transactions will occur on, or as soon as practicable, after the Confirmation Date:
 - (i) *Inc. Facilities Claims Purchase*.
 - A. *Prepetition Inc. Facility Non-Subordinated Claims*. Pursuant to, and subject to the terms and conditions of, the JPM Inc. Facilities Claims Purchase Agreement, SIG shall purchase from the Prepetition Inc. Facility Claim Sellers in Cash all right, title, and interest to the Acquired Inc. Facility Claims for the Acquired Inc. Facility Claims Purchase Price upon the Inc. Facilities Claims Purchase Closing Date.
 - B. *DIP Inc. Claims*. Pursuant to, and subject to the terms and conditions of, the JPM Inc. Facilities Claims Purchase Agreement, SIG shall purchase from the DIP Inc. Claims Sellers in Cash all right, title, and interest to the JPM Acquired DIP Inc. Claims upon the Inc. Facilities Claims Purchase Closing Date. To the extent applicable, pursuant to, and subject to the terms and conditions of, the New Investor Commitment Documents, Fortress and Centerbridge shall purchase from the DIP Inc. Claims Sellers in Cash all right, title, and interest to the Fortress/Centerbridge Acquired DIP Inc. Claims upon the Inc. Facilities Claims Purchase Closing Date.
 - (ii) *New DIP Facilities*.

A. *New Inc. DIP Facility.* On the Inc. Facilities Claims Purchase Closing Date, the New Inc. DIP Obligors, the New Inc. DIP Lenders, and other relevant Entities shall enter into the New Inc. DIP Credit Agreement and, subject to the terms of the New Inc. DIP Credit Agreement, the New Inc. DIP Lenders shall fund the New Inc. DIP Facility (including, but not limited to, by converting Acquired DIP Inc. Claims into New Inc. DIP Loans to the extent applicable), the proceeds of which shall be used (1) to indefeasibly repay the Allowed DIP Inc. Claims (other than the Acquired DIP Inc. Claims to the extent applicable) in full in Cash, (2) to indefeasibly repay in full, in Cash all DIP Inc. Fee Claims and Prepetition Inc. Fee Claims (including, if necessary, estimates of such DIP Inc. Fee Claims and Prepetition Inc. Fee Claims through and including the Inc. Facilities Claims Purchase Closing Date), (3) for general corporate purposes, and (4) to fund the working capital needs of the Inc. Debtors through the Effective Date.

1. *JPM Acquired DIP Inc. Claims.* On the New Inc. DIP Closing Date, the JPM Acquired DIP Inc. Claims purchased by SIG shall be converted into New Inc. DIP Loans on a dollar-for-dollar basis, of which on the Effective Date, \$41,000,000 shall be converted into the Reorganized LightSquared Inc. Exit Facility as set forth in Section IV.B.2(d)(i) of the Plan and the remainder of New Inc. DIP Claims held by SIG (including, but not limited to, any accrued and unpaid interest thereon) shall be paid in Cash.

2. *Fortress/Centerbridge Acquired DIP Inc. Claims.* To the extent applicable, on the New Inc. DIP Closing Date, the Fortress/Centerbridge Acquired DIP Inc. Claims purchased by Fortress and Centerbridge shall be converted into New Inc. DIP Loans on a dollar-for-dollar basis.

B. *New LP DIP Facility.* On the New LP DIP Closing Date, the New LP DIP Obligors, New LP DIP Lenders, and other relevant Entities shall enter into the New LP DIP Credit Agreement. On the New LP DIP Closing Date, subject to the terms of the New LP DIP Credit Agreement, the New LP DIP Lenders shall fund the

New LP DIP Facility, the proceeds of which shall be used for general corporate purposes and to fund the working capital needs of the LP Debtors through the Effective Date.

C. *Combined New DIP Facilities.* The New Inc. DIP Facility may be combined with the New LP DIP Facility, but only to the extent that the Inc. Facilities Claims Purchase Closing Date has occurred (or will occur concurrently therewith) and the Allowed DIP Inc. Claims that are not JPM Acquired DIP Inc. Claims have been indefeasibly paid in full in Cash either (1) from the proceeds of the Third Party New Inc. DIP Facility or (2) as contemplated by the New Investor Commitment Documents.

- (c) Effective Date Plan Transactions. On the Effective Date:
- (i) LightSquared LP shall be converted to a Delaware limited liability company pursuant to applicable law; and
 - (ii) Fortress and Centerbridge shall fund to New LightSquared their Effective Date Investments. As consideration for such Effective Date Investments, New LightSquared shall issue: (A) to Fortress, 26.20% of New LightSquared Common Interests and New LightSquared Series B Preferred Interests having an original liquidation preference of \$68,391,643.16; and (B) to Centerbridge, 8.10% of New LightSquared Common Interests and New LightSquared Series B Preferred Interests having an original liquidation preference of \$21,108,531.85.
- (d) Certain Transactions Between New LightSquared and Reorganized Inc. Entities. On the Effective Date:
- (i) Each Reorganized Inc. Entity shall assign, contribute, or otherwise transfer to New LightSquared substantially all of its assets, including, but not limited to, all legal, equitable, and beneficial right, title, and interest thereto and therein, including, but not limited to, all of its equity interests, if any, in any Reorganized Debtor (except as provided below), intellectual property, contractual rights, Retained Causes of Action, and the right to prosecute such Retained Causes of Action and receive the benefits therefrom; but excluding each Reorganized Inc. Entity's tax attributes and direct or indirect equity interests in One Dot Four Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, TMI

Communications Delaware, Limited Partnership,
LightSquared Investors Holdings Inc., and SkyTerra
Investors LLC; and

- (ii) As consideration for the Reorganized Inc. Entities assigning, contributing, or otherwise transferring their assets to New LightSquared as described in Section IV.B.2(c)(i) of the Plan, New LightSquared shall (A) issue to the Reorganized Inc. Entities (1) 21.25% of the New LightSquared Common Interests, (2) New LightSquared Series C Preferred Interests having an original liquidation preference equal to (y) the outstanding liquidation preference of the Existing Inc. Preferred Stock held by the Other Existing Inc. Preferred Equity Holders as of the Effective Date (excluding any prepayment or redemption premium) plus (z) \$73,000,000 (subject to the distribution obligations set forth in Section IV.B.2(d)(iii) of the Plan), (3) New LightSquared Series B Preferred Interests having an original liquidation preference of \$41,000,000, and (4) New LightSquared Series A-1 Preferred Interests having an original liquidation preference equal to the Allowed Prepetition Inc. Facility Non-Subordinated Claims held by SIG as of the Effective Date, and (B) assume all obligations, and make the Plan Distributions required to be made under the Plan, with respect to Allowed Inc. Other Priority Claims, Allowed Inc. Other Secured Claims, Allowed Prepetition Inc. Facility Subordinated Claims, and Allowed Inc. General Unsecured Claims.
- (e) Certain Transactions Regarding Claims Against and Equity Interests in the Inc. Debtors.
 - (i) The Acquired Inc. Facility Claims (including all Inc. Facility Postpetition Interest) and \$41,000,000 of the New Inc. DIP Loans held by SIG (as a result of the conversion of its JPM Acquired DIP Inc. Claims into such New Inc. DIP Loans in accordance with Section II.C. of the Plan), will be converted into the Reorganized LightSquared Inc. Exit Facility on a dollar-for-dollar basis (with the remainder of the New Inc. DIP Loans held by SIG to be repaid in full in Cash).
 - (ii) Reorganized LightSquared Inc. shall issue 100% of the Reorganized LightSquared Inc. Common Shares to SIG in satisfaction of its Existing Inc. Preferred Stock Equity Interests as set forth in Section III.B.14(b)(ii) of the Plan.

- (iii) The Reorganized Inc. Entities shall distribute to the Other Existing Inc. Preferred Equity Holders in satisfaction of their Existing Inc. Preferred Stock Equity Interests, as set forth in Section III.B.14(b)(i) of the Plan, New LightSquared Series C Preferred Interests having an original liquidation preference equal to the outstanding liquidation preference of the Existing Inc. Preferred Stock held by the Other Existing Inc. Preferred Equity Holders as of the Effective Date (excluding any prepayment or redemption premium).
- (iv) After giving effect to the transfer of assets contemplated by Section IV.B.2(c) of the Plan, and to the distributions of New LightSquared Series C Preferred Interests contemplated by Section IV.B.2(d)(iii) of the Plan, (A) the Reorganized Inc. Entities will (1) collectively, hold 21.25% of New LightSquared Common Interests, New LightSquared Series C Preferred Interests having an original liquidation preference of \$73,000,000, New LightSquared Series B Preferred Interests having an original liquidation preference of \$41,000,000, and New LightSquared Series A-1 Preferred Interests having an original liquidation preference equal to the Prepetition Inc. Facility Non-Subordinated Claims held by SIG as of the Effective Date and (2) retain their tax attributes and (B) Reorganized LightSquared Inc. will retain 100% of the equity interests in One Dot Four Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, TMI Communications Delaware, Limited Partnership, LightSquared Investors Holdings Inc., and SkyTerra Investors LLC; provided that, on the Effective Date, the Reorganized Inc. Entities shall have the option to exchange on a dollar-for-dollar basis all or a portion of their New LightSquared Series A-1 Preferred Interests into New LightSquared Series A-2 Preferred Interests and/or additional New LightSquared Series C Preferred Interests.
- (f) New LightSquared Loan Facilities.
 - (i) New LightSquared and the lenders party thereto and their respective agents shall enter into the Working Capital Facility and the Second Lien Exit Facility. Confirmation of the Plan shall constitute (A) approval of the Working Capital Facility, Second Lien Exit Facility, and all transactions contemplated thereby, including, but not limited to, any and all actions to be taken, undertakings to be made, and obligations to be incurred by the New

LightSquared Obligor in connection therewith, including, but not limited to, the payment of all fees, indemnities, and expenses provided for therein and (B) authorization for the New LightSquared Obligor to enter into and execute the Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement, and such other documents as may be required or appropriate.

On the Effective Date, the Working Capital Facility and the Second Lien Exit Facility, together with any new promissory notes evidencing the obligations of the New LightSquared Obligor, 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 Obligor pursuant to the Working Capital Facility, the Second Lien Exit Facility, and the related documents shall be secured, paid, or otherwise satisfied pursuant to, and as set forth in, the Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement, and the related documents.

A. *Working Capital Facility.* The New LightSquared Obligor, Working Capital Lenders, and their agents shall enter into the Working Capital Facility. The Working Capital Lenders shall fund the Working Capital Facility through the provision of new financing, in accordance with the Plan, this Order, and the Working Capital Facility Credit Agreement, and shall provide for loans in the original aggregate principal amount of up to \$1,250,000,000.

The Working Capital Facility Loans shall be secured by senior liens on all assets of the New LightSquared Obligor, and shall have market terms and conditions satisfactory to New LightSquared, each of the New Investors, and the Debtors.

New LightSquared shall use the proceeds from the Working Capital Facility for the purposes specified in the Plan, including, but not limited to, to satisfy Allowed Administrative Claims, to repay the New DIP Facilities (other than \$41,000,000 of the New Inc. DIP Loans held by SIG on account of the JPM Acquired

DIP Inc. Claims), for general corporate purposes and working capital needs, and to make Plan Distributions.

The Working Capital Facility Loans may not be made by or assigned or otherwise transferred (including, but not limited to, by participation) to any Prohibited Transferee, and any assignment or other transfer thereof (including, but not limited to, by participation) to a Prohibited Transferee shall be *void ab initio*.

- B. *Second Lien Exit Facility*. The New LightSquared Obligor and the other relevant Entities shall enter into the Second Lien Exit Facility. The Second Lien Exit Facility shall be funded through (1) the provision of new financing in Cash by certain of the Second Lien Exit Term Lenders in an amount equal to the Prepetition LP Facility SPSO Claims as of the Effective Date and (2) the conversion of the Prepetition LP Facility Non-SPSO Claims as of the Effective Date into loans under the Second Lien Exit Facility in accordance with the Plan, this Order, and the Second Lien Exit Credit Agreement. The Second Lien Exit Facility shall provide for loans in the aggregate principal amount of the Prepetition LP Facility Claims as of the Effective Date plus the amount of the commitment fee under the Second Lien Exit Facility Commitment Letter. Second Lien Exit Term Loans shall be secured by second liens on all assets of the New LightSquared Obligor, have a five (5) year term, bear interest at the rate of the higher of (1) 12% and (2) 300 basis points greater than the interest rate of the Working Capital Facility per annum, payable in kind, and not be callable for the first two (2) years after the Effective Date, subject in each case to the terms of the Second Lien Exit Facility Credit Agreement.

The Second Lien Exit Term Loans made pursuant to the Second Lien Exit Facility shall be made by the Holders of Prepetition LP Facility Non-SPSO Claims and certain third parties. In connection with the Second Lien Exit Facility, certain of the Second Lien Exit Term Lenders have entered into the Second Lien Exit Facility Commitment Letter, pursuant to which the Debtors have agreed to pay to the Second Lien Exit Term Lenders party thereto a commitment fee in an amount

of Second Lien Exit Term Loans in accordance with the terms of such commitment letter.

No Prohibited Transferee (including, but not limited to, the SPSO Parties) shall be permitted to hold (either by assignment, participation, or otherwise) any Second Lien Exit Term Loans and any assignment or other transfer thereof (including, but not limited to, by participation) to a Prohibited Transferee (including the SPSO Parties) shall be *void ab initio*.

The Second Lien Exit Credit Agreement shall also provide that, prior to a vote or other consent solicitation on any matter requiring a vote or consent by Second Lien Exit Term Lenders (or any portion thereof), the administrative agent under the Second Lien Exit Facility must receive prior to each such vote or consent solicitation a written certification from each Second Lien Exit Term Lender that no Prohibited Transferee has any direct or indirect interest (including, but not limited to, pursuant to any participation or voting agreement) in such Second Lien Exit Term Lender's Second Lien Exit Term Loans (and if no such certificate is delivered by a particular Second Lien Exit Term Lender, such Second Lien Exit Term Lender's Second Lien Exit Term Loans shall be excluded from such vote or consent solicitation).

- (g) Reorganized LightSquared Inc. Exit Facility.
- (i) Reorganized LightSquared Inc. and SIG shall enter into the Reorganized LightSquared Inc. Exit Facility, which shall (A) provide for loans in the original aggregate principal amount equal to \$41,000,000 of the New Inc. DIP Loans held by SIG on account of the JPM Acquired DIP Inc. Claims as of the Effective Date and the Acquired Inc. Facility Claims as of the Effective Date and (B) be secured by liens on all assets of Reorganized LightSquared Inc. The Reorganized LightSquared Inc. Exit Facility shall be funded through the conversion of the Acquired Inc. Facility Claims and \$41,000,000 of the New Inc. DIP Loans held by SIG into loans under the Reorganized LightSquared Inc. Exit Facility in accordance with the Plan.
- (ii) Entry of this Order shall constitute (A) approval of the Reorganized LightSquared Inc. Exit Facility and all transactions contemplated thereby, including, but not

limited to, any and all actions to be taken, undertakings to be made, and obligations to be incurred by Reorganized LightSquared Inc. in connection therewith and (B) authorization for Reorganized LightSquared Inc. to enter into, execute, and perform its obligations under, the Reorganized LightSquared Inc. Credit Agreement and such other documents as may be required or appropriate.

- (iii) On the Effective Date, the Reorganized LightSquared Inc. Exit Facility, together with any new promissory notes evidencing the obligations 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 Reorganized LightSquared Inc. Exit Facility and related documents shall be secured, paid, or otherwise satisfied pursuant to, and as set forth in, the Reorganized LightSquared Inc. Credit Agreement and related documents. None of the Reorganized Inc. Entities shall be obligors under, or have any liability with respect to, the Working Capital Facility, the Second Lien Exit Facility, or any other obligations of the New LightSquared Obligors, and none of the New LightSquared Obligors shall be obligors under, or have any liability with respect to, the Reorganized LightSquared Inc. Exit Facility or any other obligations of the Reorganized Inc. Entities.
- (h) Issuance of New LightSquared Entities Shares; Reinstatement of Reinstated Intercompany Interests.
 - (i) On the Effective Date, except as otherwise provided in the Plan or this Order, (A) New LightSquared or Reorganized LightSquared Inc., as applicable, shall issue the New LightSquared Entities Shares 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 and (B) all Intercompany Interests shall be Reinstated for the benefit of the Holders thereof and treated in accordance with the Plan, as applicable.
 - (ii) The issuance of the New LightSquared Entities Shares and the Reinstatement of the Reinstated Intercompany Interests are authorized without the need for any further corporate

action or without further notice to, or action, order, or approval of, this Court, the Canadian Court, or any other Entity.

- (iii) All of the New LightSquared Entities Shares issued (or Reinstated) pursuant to the Plan shall be duly authorized, validly issued, and, if applicable, fully paid and non-assessable.
- (iv) The applicable Reorganized Debtors Governance Documents shall contain provisions necessary to (A) 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 amendment of the applicable Reorganized Debtors Governance Documents as permitted by applicable law and (B) effectuate the provisions of the Plan, in each case without any further action by the holders of New LightSquared Entities Shares or directors of the Debtors or the Reorganized Debtors.
- (v) On the Effective Date, New LightSquared shall issue the New LightSquared Series A Preferred Interests, the New LightSquared Series B Preferred Interests, the New LightSquared Series C Preferred Interests, and the New LightSquared Common Interests, the respective terms and rights of which shall be set forth in the New LightSquared Interest Holders Agreement.

The Plan, therefore, satisfies section 1123(a)(5) of the Bankruptcy Code.

6. *Charter Provisions (11 U.S.C. § 1123(a)(6)).* The applicable Reorganized Debtors Governance Documents shall contain provisions necessary to (a) 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 amendment of the applicable Reorganized Debtors Governance Documents as permitted by applicable law, and (b) effectuate the provisions of the Plan, in each case without any further action by the holders of New LightSquared Entities Shares or directors of the Debtors or the Reorganized Debtors.

Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

7. *Designation of Directors and Officers (11 U.S.C. § 1123(a)(7))*. The identities and affiliations of any and all persons proposed to serve as a director or officer of the Reorganized Debtors, to the extent known and determined, were disclosed at, or before, the Confirmation Hearing in compliance with applicable law. The foregoing is consistent with the interests of Holders of Claims and Holders of Equity Interests, and with public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

8. *Additional Plan Provisions (11 U.S.C. § 1123(b))*. As set forth below, the discretionary provisions of the Plan comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, section 1123(b) of the Bankruptcy Code is satisfied.

- (a) *Impairment/Unimpairment of Classes (11 U.S.C. § 1123(b)(1))*. In accordance with section 1123(b)(1) of the Bankruptcy Code, Classes 1, 2, 3, 4, 7B, 8B, 9, 10, 15B, 16A, and 16B are Unimpaired, and Classes 5, 6, 7A, 8A, 11, 12, 13, 14, and 15A are Impaired, by the Plan.
- (b) *Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2))*. In accordance with section 1123(b)(2) of the Bankruptcy Code, Article V of the Plan provides for the rejection of each Executory Contract and Unexpired Lease, unless any such Executory Contract or Unexpired Lease: (i) is listed on the Schedule of Assumed Agreements in the Plan Supplement; (ii) has been previously assumed, assumed and assigned, or rejected by the Debtors by Final Order of the Court or has been assumed, assumed and assigned, or rejected by the Debtors by order of the Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to assume, assume and assign, or reject pending as of the Effective Date; (iv) is an Intercompany Contract; or (v) is otherwise assumed, or assumed and assigned, pursuant to the terms of the Plan.
- (c) *Retention of Claims (11 U.S.C. § 1123(b)(3))*. In accordance with section 1123(b)(3) of the Bankruptcy Code, Section IV.P of the Plan provides, among other things, that, subject to Article VIII of the Plan, 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, but not limited to, any Retained Causes of Action 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. 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 New LightSquared.

- (d) *Additional Plan Provisions (11 U.S.C. § 1123(b)(6)).* The Plan's other provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, but not limited to, provisions for (i) distributions to Holders of Claims and Holders of Equity Interests, (ii) resolution of Disputed Claims and Disputed Equity Interests, (iii) Allowance of certain Claims and Equity Interests, (iv) indemnification obligations, (v) releases by the Debtors of certain parties, (vi) releases by certain third parties, (vii) exculpations of certain parties, (viii) injunctions from certain actions, and (ix) retention of the Court's jurisdiction, thereby satisfying the requirements of section 1123(b)(6) of the Bankruptcy Code.

9. *Cure of Defaults (11 U.S.C. 1123(d)).* Section V.C of the Plan provides for the satisfaction of Cure Costs associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. The Cure Costs identified in the Schedule of Assumed Agreements and any amendments thereto, as applicable, represent the amount, if any, that the Debtors propose to pay in full and complete satisfaction of such Cure Costs. Any disputed Cure Costs shall be determined in accordance with the procedures set forth in Section V.C of the Plan, this Order, and applicable bankruptcy and non-bankruptcy law. As such, the Plan provides that the Debtors shall cure, or provide adequate assurance that the Debtors shall promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in compliance with section 365(b)(1) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

P. LightSquared's Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). As further detailed below, LightSquared has complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically:

1. Each of the LightSquared entities is a proper debtor under section 109 of the Bankruptcy Code.
2. LightSquared has complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court.
3. LightSquared has complied with the applicable provisions of the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code, in (a) transmitting the Solicitation Materials and related documents and (b) soliciting and tabulating votes with respect to the Plan.
4. Good, sufficient, and timely notice of the Confirmation Hearing has been provided to each Holder of Claims or Equity Interests that was entitled to vote to accept or reject the Plan and to Holders of Claims or Equity Interests that were not entitled to vote to accept or reject the Plan.
5. LightSquared did not solicit acceptances of the Plan by any Holder of Claims or Holder of Equity Interests prior to the transmission of the Disclosure Statement.

Q. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan is the product of the open, honest, and good faith process through which LightSquared has conducted its restructuring from the beginning of the Chapter 11 Cases and reflects extensive, good faith, arm's length negotiations among the Plan Proponents and the other Plan Support Parties. The Plan itself and the process leading to its formulation provide independent evidence of the Plan

Proponents' good faith, serve the public interest, and assure fair treatment of Holders of Claims and Equity Interests. Throughout the Chapter 11 Cases, LightSquared has upheld its fiduciary duty to stakeholders and protected the interests of all constituents with an even hand. In addition to achieving a result consistent with the objectives of the Bankruptcy Code, the Plan allows LightSquared's stakeholders to realize the highest possible recoveries under the circumstances. Consistent with the overriding purpose of the Bankruptcy Code, the Chapter 11 Cases were filed, the Plan was proposed, and the New Investors made or are making their investments, with the legitimate and honest purpose of reorganizing LightSquared and maximizing the value of LightSquared's Estates. Accordingly, the Plan is fair, reasonable, and consistent with sections 1122, 1123, and 1129 of the Bankruptcy Code. Based on the foregoing, the facts and record of the Chapter 11 Cases, including, but not limited to, the Disclosure Statement Hearing, the Confirmation Hearing, the Mediator's Report, and the Smith Declaration, the Plan has been proposed in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code.

R. Payment for Services or Cost and Expenses (11 U.S.C. § 1129(a)(4)). All payments made or to be made by LightSquared for services or for costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

S. Service of Certain Individuals (11 U.S.C. § 1129(a)(5)). The identity and affiliations of the persons proposed to serve as the initial directors and officers of the Reorganized Debtors after the confirmation of the Plan, to the extent known and determined, were disclosed at, or before, the Confirmation Hearing in compliance with applicable law.

Selection of members of the Reorganized Debtors Boards was, and is, in compliance with the procedures set forth for selection in the Reorganized Debtors Governance Documents. The appointment to, or continuance in, such offices and roles of such persons is consistent with the interests of Holders of Claims against, or Equity Interests in, the Debtors and with public policy. The identity of any insider that shall be employed or retained by the Reorganized Debtors, and the nature of such insider's compensation, have also been fully disclosed. Accordingly, LightSquared has satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

T. Rate Changes (11 U.S.C. § 1129(a)(6)). Section 1129(a)(6) of the Bankruptcy Code is satisfied because the Plan does not provide for any rate changes over which a governmental regulatory commission has jurisdiction.

U. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)).

1. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code because each Holder of a Claim or Equity Interest either (a) has voted to accept the Plan, (b) is Unimpaired and deemed to have accepted the Plan, or (c) shall receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were to be liquidated under chapter 7 of the Bankruptcy Code on such date.

2. In addition, the liquidation analysis attached to the Disclosure Statement and the other evidence related thereto in support of the Plan that was proffered or adduced at, prior to, or in affidavits in connection with, the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was proffered, adduced, and/or presented; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that, with

respect to each Impaired Class, each Holder of an Allowed Claim or Equity Interest in such Class shall receive under the Plan on account of such Allowed Claim or Equity Interest property of a value, as of the Effective Date, that is not less than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

Accordingly, LightSquared has satisfied the requirements of section 1129(a)(7) of the Bankruptcy Code.

V. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)).

1. Holders of Claims or Equity Interests in Classes 1 (Inc. Other Priority Claims), 2 (LP Other Priority Claims), 3 (Inc. Other Secured Claims), 4 (LP Other Secured Claims), 7B (Prepetition LP Facility SPSO Claims), 8B (Prepetition LP Facility SPSO Guaranty Claims), 9 (Inc. General Unsecured Claims), 10 (LP General Unsecured Claims), 15B (LP Debtor Intercompany Claims), 16A (LP Debtor Intercompany Interests), and 16B (Inc. Debtor Intercompany Interests) are Unimpaired and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan, thus meeting the requirements of section 1128(a)(8) of the Bankruptcy Code.

2. In addition, in respect of Impaired Classes of Claims or Equity Interests under the Plan:

- (a) 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 voted to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims or Equity Interests in such Class.
- (b) Any Class of Claims or Equity Interests that does not contain a Holder of an Allowed Claim or Allowed Equity Interest, or a Claim or Equity Interest temporarily Allowed by the 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.

- (c) As reflected in the Tabulation Affidavit, and as a result of the entry of the Vote Changing Orders, more than the requisite: (i) number of Holders and Claim amounts in each Impaired Class of Claims entitled to vote to accept or reject the Plan have affirmatively voted to accept the Plan (*i.e.*, Class 5 (Prepetition Inc. Facility Non-Subordinated Claims) voted 100% in number and 100% in amount to accept the Plan, Class 6 (Prepetition Inc. Facility Subordinated Claims) voted 100% in number and 100% in amount to accept the Plan, Class 7A (Prepetition LP Facility Non-SPSO Claims) voted 93.33% in number and 90.88% in amount to accept the Plan, and Class 8A (Prepetition LP Facility Non-SPSO Guaranty Claims) voted 93.33% in number and 90.88% in amount to accept the Plan); and (ii) Equity Interest amounts in each of the Impaired Classes of Equity Interests entitled to vote to accept or reject the Plan have affirmatively voted to accept the Plan (*i.e.*, Class 11 (Existing LP Preferred Units) voted 100% in amount to accept the Plan and Class 12 (Existing Inc. Preferred Stock Equity Interests) voted 76.85% in amount to accept the Plan).

3. Accordingly, LightSquared has satisfied the requirements of section 1129(a)(8) of the Bankruptcy Code with respect to such Impaired Classes of Claims or Equity Interests. Although Classes 13, 14, and 15A are rejecting Classes for purposes of section 1129(a)(8) of the Bankruptcy Code, the Plan is confirmable pursuant to section 1129(b) of the Bankruptcy Code notwithstanding such rejection.

W. Treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims pursuant to Articles II and III of the Plan satisfies the requirements of sections 1129(a)(9) of the Bankruptcy Code.

X. Acceptance by Impaired Class of Claims (11 U.S.C. § 1129(a)(10)). Class 5 (Prepetition Inc. Facility Non-Subordinated Claims), Class 6 (Prepetition Inc. Facility Subordinated Claims), Class 7A (Prepetition LP Facility Non-SPSO Claims), and Class 8A (Prepetition LP Facility Non-SPSO Guaranty Claims), each of which is Impaired under the Plan,

have voted to accept the Plan, determined without including any vote to accept the Plan by any insider, thereby satisfying section 1129(a)(10) of the Bankruptcy Code.

Y. Feasibility (11 U.S.C. § 1129(a)(11)). All Allowed Claims and Equity Interests shall be paid or otherwise satisfied in full in accordance with the terms of the Plan and the Plan Documents. The evidence proffered, adduced, and/or presented at the Confirmation Hearing (1) is reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered, (2) utilizes reasonable and appropriate methodologies and assumptions, (3) has not been controverted by other evidence, and (4) establishes that the Plan is feasible, the Reorganized Debtors shall have sufficient liquidity and be able to meet their financial obligations under the Plan and in the ordinary course of their businesses, and the confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

Z. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Plan provides that (1) 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 and (2) following the Effective Date, New LightSquared 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, thereby satisfying section 1129(a)(12) of the Bankruptcy Code.

AA. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Plan provides that, 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, thereby satisfying the requirements of section 1129(a)(13) of the Bankruptcy Code.

BB. Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). LightSquared is not required by a judicial or administrative order, or by statute, to pay a domestic support obligation and, accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable to the Plan.

CC. Plan of an Individual Debtor (11 U.S.C. § 1129(a)(15)). LightSquared is not an individual and, accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable to the Plan.

DD. Transfers in Accordance with Non-Bankruptcy Law (11 U.S.C. § 1129(a)(16)). None of the LightSquared entities is a nonprofit entity and, accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable to the Plan.

EE. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Although Classes 13, 14, and 15A are rejecting Classes for purposes of section 1129(a)(8) of the Bankruptcy Code, the Plan is confirmable pursuant to section 1129(b) of the Bankruptcy Code notwithstanding such rejection because, based upon the record before the Court and the treatment provided to such Claims and Equity Interests, the Plan does not discriminate unfairly against, and is fair and equitable with respect to, such Classes of Claims or Equity Interests, and the Plan satisfies all the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code, except section 1129(a)(8). The evidence in support of confirmation of the Plan proffered or adduced by LightSquared at, or prior to, or in declarations filed in connection with, the Confirmation Hearing regarding the Debtors' classification and treatment of Claims and Equity Interests and the requirements for confirmation of the Plan under section 1129(b) of the Bankruptcy Code: (1) is reasonable, persuasive, credible, and accurate; (2) utilizes reasonable and appropriate methodologies and assumptions; and (3) has not been controverted by other credible evidence.

FF. Only One Plan (11 U.S.C. § 1129(c)). Notwithstanding the other chapter 11 plans proposed in the Chapter 11 Cases, the Plan is the only plan confirmed by the Court in the Chapter 11 Cases and, accordingly, section 1129(c) of the Bankruptcy Code is inapplicable to the Plan.

GG. Principal Purpose of Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

HH. Not Small Business Cases (11 U.S.C. § 1129(e)). The Chapter 11 Cases are not small business cases and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

II. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record of the Chapter 11 Cases, including, but not limited to, the evidence proffered, adduced, and/or presented at the Confirmation Hearing, which is reasonable, persuasive, and credible, utilizes reasonable and appropriate methodologies and assumptions, and has not been controverted by other evidence, the Plan Proponents, the Reorganized Debtors, and each of their successors, predecessors, control persons, members, agents, employees, officers, directors, financial advisors, investment bankers, attorneys, accountants, consultants, and other professionals (1) have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, but not limited to, section 1125(e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation, and (2) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of any securities offered and sold under the Plan

and, therefore, (a) are not, and, on account of any such offer, issuance, and solicitation, shall not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of any securities offered and sold under the Plan and (b) are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article VIII of the Plan. In addition, the Plan Support Parties have acted and entered into the documents effectuating LightSquared's restructuring pursuant to the Plan in good faith and shall be deemed to continue to act in good faith if they (1) proceed to consummate the Plan, the transactions contemplated thereby, and LightSquared's restructuring pursuant thereto and (2) take the actions authorized and directed by this Order. The Plan Support Parties fairly and reasonably negotiated the transactions effectuating the Debtors' restructuring at arm's length, and the resulting terms of the agreements (including the JPM Inc. Facilities Claims Purchase Agreement and the New Investor Commitment Documents, to the extent applicable) are in the best interests of the Debtors and the Estates.

JJ. Satisfaction of Confirmation Requirements. Based upon the foregoing, all other pleadings, documents, exhibits, statements, declarations, and affidavits filed in connection with confirmation of the Plan, and all evidence and arguments made, proffered, or adduced at the Confirmation Hearing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

ADDITIONAL FINDINGS REGARDING CHAPTER 11 CASES AND PLAN

KK. Implementation. All documents and agreements necessary to implement the Plan, including, but not limited to, those contained in the Plan Supplement, the JPM Inc. Facilities Claims Purchase Agreement, and the New Investor Commitment Documents (to the extent

applicable) are essential elements of the Plan and have been negotiated in good faith and at arm's length, and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors, the Estates, and the Holders of Claims or Equity Interests and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal, state, or local law. LightSquared has exercised reasonable business judgment in determining which agreements to enter into and has provided sufficient and adequate notice of such documents and agreements. LightSquared is authorized, without any further notice to, or action, order, or approval of, the Court, to finalize, execute, and deliver all agreements, documents, instruments, and certificates relating to the Plan and to perform its obligations under such agreements, documents, instruments, and certificates in accordance with the Plan.

LL. Transfers by LightSquared. All transfers of property of the Estates shall be free and clear of all Liens, Claims, charges, interests, and other encumbrances, in accordance with applicable law, except as expressly provided in the Plan or this Order.

MM. Exemption from Securities Law. The offering, issuance, and distribution of the securities contemplated by the Plan and any and all agreements incorporated therein, including, but not limited to, the New LightSquared Entities Shares, 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 or 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 or pursuant to another applicable exemption from the registration requirements of the Securities Act.

NN. Exemption from Taxation. The making and delivery of an instrument of transfer under the Plan is exempt from taxation under any law imposing a document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, sales or use 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, in accordance with section 1146(a) of the Bankruptcy Code (to the extent permitted by Canadian law, as applicable).

OO. Working Capital Facility, Second Lien Exit Facility, and Reorganized LightSquared Inc. Exit Facility.

1. The Working Capital Facility, Second Lien Exit Facility, and Reorganized LightSquared Inc. Exit Facility (collectively, the "Reorganized Debtors Financings"), as may be amended or modified without further approval from the Court in accordance with their terms, are essential elements of the Plan, were proposed in good faith, are critical to the success and feasibility of the Plan, and are necessary and appropriate for the consummation of the Plan. Entry into the Reorganized Debtors Financings, and all related agreements and documents (including, but not limited to, the Exit Intercreditor Agreement), is fair, reasonable, and in the best interests of LightSquared, its Estates, all Holders of Claims or Equity Interests, and the Reorganized Debtors. The Working Capital Lenders, the Second Lien Exit Term Lenders, the lenders under the Reorganized LightSquared Inc. Exit Facility (together with such lenders' agents, the "RLI Exit Facility Lenders"), and each of their respective agents and affiliates (collectively with the Second Lien Exit Agent, the "Reorganized Debtors Financing Parties") participated in good faith, arm's length negotiations with respect to the Reorganized Debtors Financings and all other contracts, instruments, agreements, and documents to be executed and

delivered in connection therewith (including, but not limited to, the Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement, the Exit Intercreditor Agreement, the Reorganized LightSquared Inc. Credit Agreement, any guarantee agreements, any pledge and security agreements, any mortgages, any exhibits and schedules to any agreements, UCC financing statements, deposit account control agreements, or other perfection documents, any subordination agreements, and any intercreditor agreements, and collectively with any and all commitment and fee letters and any and all highly confident letters, the "Reorganized Debtors Financing Documents"), and any credit extended or loans made to the Reorganized Debtors by the Working Capital Lenders, Second Lien Exit Term Lenders, or the RLI Exit Facility Lenders pursuant to the Reorganized Debtors Financings, as applicable, shall be deemed to have been extended, issued, and made in good faith and for legitimate business purposes.

2. The Reorganized Debtors Financing Parties and their respective agents, affiliates, members, officers, directors, employees, advisors, and attorneys are entitled to the protections and indemnifications provided for in the Reorganized Debtors Financing Documents. LightSquared exercised reasonable business judgment in determining to enter into the Reorganized Debtors Financings and the Reorganized Debtors Financing Documents and has provided sufficient and adequate notice thereof, and, in addition, LightSquared and the Reorganized Debtors, as applicable, are hereby authorized, without further approval of this Court or notice to any other party, to execute and deliver the applicable Reorganized Debtors Financing Documents, amend or modify such documents without further notice to, or approval from, this Court or the Canadian Court, and fully perform their obligations thereunder. The Reorganized Debtors Financing Documents (when, and to the extent, entered into) shall be, and are hereby deemed to be, valid, binding, and enforceable against the applicable Reorganized Debtors in

accordance with their terms. The Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement, and the Reorganized LightSquared Inc. Credit Agreement (a) each contain, or shall contain, fixed maturity dates, (b) in the case of the (i) Working Capital Facility Credit Agreement and the Second Lien Exit Credit Agreement, contain, or shall contain, fixed interest rate margins, and (ii) Reorganized LightSquared Inc. Credit Agreement, contains a fixed interest rate and scheduled payments of interest, which shall be capitalized as principal, and (c) are, or shall be, as the case may be, secured by mortgages, pledges, Liens, and other security interests. The mortgages, pledges, Liens, and other security interests, and all other consideration granted pursuant to, or in connection with, the Reorganized Debtors Financings are, or shall be, as the case may be, and are hereby deemed to be, granted in good faith, for good and valuable consideration, and for legitimate business purposes as an inducement to the Reorganized Debtors Financing Parties to extend credit thereunder, and do not, and hereby are deemed not to, constitute fraudulent conveyances, fraudulent transfers, or contributions of equity and shall not otherwise be subject to avoidance or recharacterization. No third party consents, authorizations, or approvals are required with respect to the Reorganized Debtors Financing Documents, and such Reorganized Debtors Financing Documents do not, and shall not, contravene the Reorganized Debtors Governance Documents or constitute a violation of, a default under, or otherwise contravene any other instrument, contract, or agreement to which the applicable Reorganized Debtor is a party. Neither the execution and delivery by the Reorganized Debtors of any of the Reorganized Debtors Financing Documents, nor the performance by the applicable Reorganized Debtor of its obligations thereunder, constitutes a violation of, or a default under, any contract or agreement to which it is a party, including, but not limited to, those contracts or agreements reinstated under the Plan.

PP. Reorganized Debtors Governance Documents.

1. The Reorganized Debtors Governance Documents, as may be amended or modified without further approval from the Court in accordance with their terms, are essential elements of the Plan, were proposed in good faith, are critical to the success and feasibility of the Plan, and are necessary and appropriate for the consummation of the Plan. Entry into the Reorganized Debtors Governance Documents, and all related agreements and documents, is fair, reasonable, and in the best interests of LightSquared, its Estates, all Holders of Claims or Equity Interests, and the Reorganized Debtors. The Reorganized Debtors Governance Documents are the product of good faith, arm's length negotiations.

2. LightSquared exercised reasonable business judgment in determining to enter into the Reorganized Debtors Governance Documents and has provided sufficient and adequate notice thereof. LightSquared and the Reorganized Debtors, as applicable, are hereby authorized, without further approval of this Court or notice to any other party, to execute and deliver the applicable Reorganized Debtors Governance Documents, amend or modify such documents without further notice to, or approval from, this Court or the Canadian Court, and fully perform their obligations thereunder. Neither the execution and delivery by the Reorganized Debtors of any of the Reorganized Debtors Governance Documents, nor the performance by the applicable Reorganized Debtors of its obligations thereunder, constitutes a violation of, or a default under, any contract or agreement to which they are a party, including, but not limited to, those contracts or agreements reinstated under the Plan.

QQ. Injunction, Exculpation, and Releases.

1. The Court has jurisdiction under sections 157 and 1334(a) and (b) of title 28 of the United States Code to approve the releases, exculpations, and injunctions set forth

in Article VIII of the Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunctions and approval of the releases and exculpations set forth in Article VIII of the Plan.

2. The Released Parties and Exculpated Parties include the Debtors, the Reorganized Debtors, and certain non-Debtor parties, including (a) each New Investor, (b) each Plan Support Party, (c) each DIP Agent, (d) each DIP Lender (other than any SPSO Party), and each arranger and book runner of the DIP Facilities, (e) MAST, (f) the Prepetition Inc. Agent, (g) the Second Lien Exit Agent, the agent under the Working Capital Facility, and each arranger and book runner of the Second Lien Exit Facility and the Working Capital Facility, (h) the holder of the Reorganized LightSquared Inc. Exit Facility and each agent, arranger, and book runner of the Reorganized LightSquared Inc. Exit Facility, (i) each Holder of an Allowed Prepetition Facility Claim that votes to accept, or is deemed to accept, the Plan (in each case, other than any SPSO Party), (j) the Prepetition LP Agent, (k) the LP Group, (l) each Holder of Allowed Existing Inc. Preferred Stock that votes to accept, or is deemed to accept, the Plan, (m) each Holder of Allowed Existing LP Preferred Units that votes to accept, or is deemed to accept, the Plan, (n) the JPM Investment Parties, and (o) each of the foregoing Entities' respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including, but not limited to, 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). The Released Parties and Exculpated Parties played a meaningful role through the negotiation and development of the Plan and the restructuring transactions and settlements contemplated thereby, including, but not limited to, agreeing to settle disputes and Claims, contributing funds, contributing claims,

supporting the Plan, foregoing asserting rights, and/or providing valuable consideration assuring recoveries for the Estates and stakeholders. The Released Parties and Exculpated Parties made substantial contributions to the Debtors and their Estates and played an integral role in working towards the resolution of the Chapter 11 Cases. Accordingly, the release of potential claims belonging to LightSquared or the Estates pursuant to the Plan are part of a fair and a valid exercise of LightSquared's business judgment, and the third-party releases contemplated by Section VIII.F of the Plan are fair, reasonable, and appropriate under the circumstances of the Chapter 11 Cases.

3. Based on the record before the Court, including, but not limited to, the evidence proffered, adduced, and/or presented at the Confirmation Hearing, which is reasonable, persuasive, and credible, utilizes reasonable and appropriate methodologies and assumptions, and has not been controverted by other evidence, the release, exculpation, and injunction provisions set forth in the Plan (a) confer substantial benefit to the Estates, (b) are fair, equitable, and reasonable, (c) are in the best interests of LightSquared, its Estates, and parties in interest, (d) are supported by valuable consideration, (e) do not relieve any party of liability arising out of an act or omission constituting willful misconduct (including, but not limited to, fraud) or gross negligence, and (f) with respect to the third-party releases contemplated by Section VIII.F of the Plan, shall not be binding on any Holder voting to reject the Plan that rejects the third-party release provided in the Plan by checking the box on the applicable Ballot indicating that such Holder opts not to grant such third-party release.

4. Therefore, based upon the record of the Chapter 11 Cases, including, but not limited to, the evidence proffered, adduced, and/or presented at the Confirmation Hearing, the Court finds that the release, exculpation, and injunction provisions set forth in the Plan

(a) were proposed in good faith, are essential to the Plan, are appropriately tailored, and are intended to promote finality and prevent parties from attempting to circumvent the Plan's terms and (b) are consistent with the Bankruptcy Code and applicable law and, therefore, valid and binding.

RR. Disputed Claims and Equity Interests Reserve and Effective Date Distributions.

Based on the evidence proffered, adduced, and/or presented by LightSquared at the Confirmation Hearing, the Disputed Claims and Equity Interests Reserve is adequate to ensure that Holders of Claims or Equity Interests that are Disputed on the Effective Date but Allowed thereafter shall receive distributions equal to the Plan Distributions such Disputed Claim or Disputed Equity Interest would be entitled to on the Effective Date if such Disputed Claim or Disputed Equity Interest were Allowed in its full amount on the Effective Date.

SS. Payment of Administrative Claims and Priority Claims. Based on the evidence proffered, adduced, and/or presented by LightSquared at the Confirmation Hearing, the Plan Consideration provides for payment in full in Cash (or, with respect to the JPM Acquired DIP Inc. Claims and \$41,000,000 of the New Inc. DIP Claims held by SIG, satisfaction in full in accordance with the Plan) of all Allowed Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims, as well as the U.S. Trustee Fees.

TT. Retention of Jurisdiction. The Court may properly retain jurisdiction over any matter arising under the Bankruptcy Code, or arising in, or related to, the Chapter 11 Cases or the Plan, after Confirmation thereof and after the Effective Date, and any other matter or proceeding that is within the Court's jurisdiction pursuant to 28 U.S.C. § 1334 or 28 U.S.C. § 157.

UU. Likelihood of Satisfaction of Conditions Precedent. Each of the conditions precedent to the Confirmation Date and Effective Date, as set forth in Article IX of the Plan, has

been satisfied or waived in accordance with the provisions of the Plan or is reasonably likely to be satisfied or waived prior to the Confirmation Date and Effective Date, as applicable.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Findings of Fact and Conclusions of Law. The findings of fact and conclusions of law set forth herein or incorporated herein by reference, and the record of the Confirmation Hearing, including, but not limited to, the findings of fact and conclusions of law set forth in the New Inc. DIP Order (if applicable), the Alternative Transaction Fee Order, and the KEIP Order, to the extent not inconsistent herewith, constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent that any of the prior findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. Confirmation. All requirements for the confirmation of the Plan have been satisfied. Accordingly, the Plan, in its entirety, is CONFIRMED pursuant to section 1129 of the Bankruptcy Code. Each of the terms and conditions of the Plan and the exhibits and schedules thereto, including, but not limited to, the Plan Supplement, and any amendments, modifications, and supplements thereto, are an integral part of the Plan and are incorporated by reference into this Order. The failure to specifically describe or include any particular provision of the Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be approved and confirmed in its entirety. The Plan complies with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. A copy of the confirmed Plan is attached hereto as Exhibit A. Once finalized and executed, the documents comprising the Plan Supplement and all other documents contemplated by the Plan

shall, as applicable, constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and the terms of the Plan and this Order.

3. Objections. All parties have had a fair opportunity to litigate all issues raised by the Objections, or which might have been raised, and the Objections have been fully and fairly litigated. All Objections, responses, statements, reservation of rights, and comments in opposition to the Plan, other than those withdrawn with prejudice in their entirety, waived, settled, or resolved prior to the Confirmation Hearing, or otherwise resolved on the record of the Confirmation Hearing and/or herein, are hereby overruled for the reasons stated on the record.

4. Solicitation and Notice. Notice of the Confirmation Hearing and the Plan, and all related documents, the solicitation of votes on the Plan, and the Solicitation Materials, (a) complied with the solicitation procedures in the Disclosure Statement Order, (b) were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and (c) were in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

5. Plan Classification. The categories listed in Section III.B of the Plan classify Claims against, and Equity Interests in, each of the Debtors for all purposes, including, but not limited to, voting, Confirmation, and distributions pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Court hereby holds that: (a) the classifications of Claims and Equity Interests under the Plan (i) are fair, reasonable, and appropriate and (ii) were not done for any improper purpose; (b) valid business, legal, and factual reasons exist for separately classifying the various Classes of Claims and Equity Interests

under the Plan; and (c) the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Equity Interests.

6. Compromise of Controversies.

a. 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 this Order shall constitute the 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 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. Any settlements of objections to the Plan which are conditioned upon the occurrence of the effectiveness of the Plan, shall become effective contemporaneously or substantially contemporaneously with the effectiveness of the Plan, subject to the terms and conditions of such settlements. Plan Distributions made to Holders of Allowed Claims or Equity Interests are intended to be final; provided, however, that the Cash received by the Holders of the Prepetition LP Facility SPSO Claims and Prepetition LP Facility SPSO Guaranty Claims shall be subject to disgorgement to New LightSquared without the further approval of any Entity, to the extent that this Court or any other court of competent jurisdiction, at the request of any party in interest, disallows (on the grounds set forth in Sections III.B.8(b) and III.B.10(b) of the Plan) all or any part of the

Prepetition LP Facility SPSO Claims or the Prepetition LP Facility SPSO Guaranty Claims. For the avoidance of doubt, the Prepetition LP Facility SPSO Claims, Prepetition LP Facility SPSO Guaranty Claims, and any Cash received on account thereof shall be subject to any equitable or legal remedy previously sought and currently subject to the Appeal, other than equitable subordination of the Prepetition LP Facility SPSO Claims and the Prepetition LP Facility SPSO Guaranty Claims. 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 this Court, the Canadian Court, or any other Entity, after the Effective Date, New LightSquared may compromise and settle Claims against, or Equity Interests in, the Debtors, and Causes of Action against other Entities; provided that, any settlement with respect to Claims against, or Equity Interests in, or any Causes of Action against any Reorganized Inc. Entity shall require the prior approval of Reorganized LightSquared Inc.

b. For the avoidance of doubt, entry of this Order shall also operate to settle all claims and causes of action alleged in (a) the Standing Motion against the Prepetition Inc. Agent and the Prepetition Inc. Lenders in respect of the Prepetition Inc. Facility Subordinated Claims, (b) *LightSquared's Motion To Stay Harbinger's Litigation Efforts*, dated October 8, 2014 [Docket No. 1816] (the "Harbinger Litigation Stay Motion"), and (c) the *Motion of SP Special Opportunities, LLC for Entry of an Order Granting Leave, Standing and Authority to Commence, Prosecute and/or Settle Certain Claims for the Debtors' Estates Against Philip Falcone*, date April 4 2014 [Docket No. 1473] (the "SPSO Standing Motion"). To the extent not previously withdrawn with prejudice, (x) the Standing Motion shall be deemed withdrawn with prejudice upon the occurrence of the Inc. Facilities Claims Purchase Closing Date, (y) the SPSO Standing Motion shall be deemed withdrawn with prejudice upon the occurrence of the Effective

Date, and (z) the Harbinger Litigation Stay Motion shall be deemed withdrawn with prejudice upon the occurrence of (i) the Effective Date and (ii) Harbinger's irrevocable assignment of all of the Harbinger Litigations to New LightSquared.

c. Entry of this Order shall also operate to settle certain objections asserted and alternatives proposed by (i) Solus Alternative Asset Management LP on behalf of certain of its funds and/or managed accounts ("Solus") and (ii) Cerberus Capital Management, L.P. on behalf of certain of its funds and/or managed accounts against LightSquared's estates ("Cerberus"). Specifically, in exchange for and on account of (i) withdrawing from or otherwise terminating the Plan Support Agreement, dated March 17, 2015, by and among Solus, Cerberus, SPSO, and Charles W. Ergen, (ii) withdrawing all objections to the Plan and Plan Transactions, (iii) withdrawing any proposed alternative chapter 11 plan and all supplementary filings and pleadings related thereto, and (iv) the other agreements set forth in those certain Joinder Agreements, dated as of March 26, 2015, to the Plan Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "PSA Joinders"), by and among the Designated Plan Support Parties (as defined in the PSA Joinders) party thereto and each of Solus and Cerberus, respectively, LightSquared shall reimburse Solus' and Cerberus' reasonable and documented out-of-pocket fees and expenses (including, but not limited to, the documented fees, disbursements, and other charges of Solus' and Cerberus' respective counsel), (A) in each case incurred by Solus and Cerberus on or prior to the date hereof in connection with the Chapter 11 Cases, the entry into the PSA Joinders, the Plan, and the transactions contemplated by the PSA Joinders and the Plan and (B) in amounts not to exceed \$2,600,000 for Solus and \$500,000 for Cerberus, to be paid in full in Cash on the Effective Date in full and final satisfaction of any and all fees and expenses that are due to Solus

and Cerberus, respectively. LightSquared is hereby authorized to pay such amounts without any further notice to or action, order, or approval of, the Bankruptcy Court, all in accordance with the terms and subject to the conditions of the PSA Joinders. In addition, in exchange for and on account of the Designated Plan Support Party Purchasers' (as defined in the PSA Joinders) agreement to commit funds to finance each Trade (as defined in the PSA Joinders) under the PSA Joinders, LightSquared shall pay on the Closing Date (as defined in the PSA Joinders) of the Trades a commitment fee in Cash (the "PSA Joinders Commitment Fee") to each Designated Plan Support Party Purchaser in an amount equal to three percent (3%) of the Accrued Claim Amount (as defined in the PSA Joinders) with respect to such Designated Plan Support Party Purchaser's Trades. The PSA Joinders, including, but not limited to, the PSA Joinders Commitment Fee, are hereby approved and authorized in its entirety pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. Any and all objections to the Plan and Plan Transactions, as well as any proposed alternative chapter 11 plan and any supplementary filings and pleadings related thereto, previously filed by or on behalf of Solus or Cerberus shall be deemed withdrawn with prejudice as of the date hereof.

7. Plan Transactions. All of the Plan Transactions contemplated by the Plan are hereby approved. The Debtors and the Reorganized Debtors, as applicable, with the consent of each New Investor are authorized to 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, including, but not limited to: (a) the execution and delivery of (i) appropriate agreements or other documents of merger, amalgamation, consolidation, equity issuance, sale, and dissolution, and (ii) 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 are consistent with the terms of the Plan that the New Investors, the Debtors, Reorganized LightSquared Inc., or New LightSquared, as applicable, determine are necessary or appropriate, including, but not limited to, gathering the necessary information for, preparing and filing, as and when determined by the Debtors and the New Investors, any necessary applications or other filings with the FCC, Industry Canada, and any other regulatory or other agency applicable to LightSquared.

8. JPM Inc. Facilities Claims Purchase Agreement and New Investor Commitment Documents. The parties to the JPM Inc. Facilities Claims Purchase Agreement and the New Investor Commitment Documents, as applicable, are authorized and directed, subject to the terms and conditions thereof, to consummate the transactions contemplated thereby no later than one (1) Business Day following the fourteenth (14th) day after entry of this Order.

9. New Inc. DIP Facility. This Order fully incorporates by reference the Eighth Replacement DIP Facility Order and/or the New Inc. DIP Order (and all terms thereof), as applicable, to the extent not inconsistent herewith. Subject to the terms of the Eighth Replacement DIP Facility Order, the New Inc. DIP Order and/or the New Inc. DIP Credit Agreement, as applicable, the New Inc. DIP Obligors are hereby expressly and immediately authorized and directed, no later than one (1) Business Day following the fourteenth (14th) day after entry of this Order, to (a) borrow under the applicable New Inc. DIP Facility, (b) use proceeds thereof to satisfy those DIP Inc. Claims that are not Acquired DIP Inc. Claims and to pay the Prepetition Inc. Fee Claims and DIP Inc. Fee Claims (including, if necessary, estimates

of such claims), and (c) otherwise perform under the applicable New Inc. DIP Facility, in accordance with the Eighth Replacement DIP Facility Order, the New Inc. DIP Credit Agreement, and/or New Inc. DIP Order, as applicable.

10. Working Capital Facility. The applicable Debtors and/or Reorganized Debtors are authorized, without further approval of the Court or any other party, to (a) engage in a marketing process with respect to the Working Capital Facility, (b) negotiate and document the terms of the Working Capital Facility, which shall have market terms and conditions satisfactory to New LightSquared and each of the New Investors, and shall be consistent with the Plan and the terms of the highly confident letter with respect to such Working Capital Facility, (c) enter into the Working Capital Facility Credit Agreement, which shall (i) be in form and substance satisfactory to New LightSquared, each of the New Investors, and the Debtors or Reorganized Debtors (as applicable), and (ii) grant collateral security that may be required thereunder, (d) execute and make such security agreements, mortgages, control agreements, the Exit Intercreditor Agreement, certificates, and other documents and deliveries as the Working Capital Lenders reasonably request, and (e) deliver customary opinions, in each case with such changes as may be agreed between the Reorganized Debtors and the Working Capital Lenders thereunder without further notice to, or approval from, this Court or the Canadian Court, and the Working Capital Facility Credit Agreement, and all other documents, instruments, and agreements to be entered into, delivered, or contemplated under the Plan or hereunder shall become effective in accordance with their terms on the Effective Date, and are ratified. The Working Capital Facility will constitute a valid debt obligation secured by liens and is hereby approved. The Working Capital Facility Credit Agreement and all related documents, including, but not limited to, those granting collateral security required thereunder, as may be amended or modified without further

approval from the Court in accordance with their terms, are approved, shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors, enforceable in accordance with their terms, and all creditors (existing and hereafter) and parties in interest are and shall be bound thereby. The applicable Reorganized Debtors are authorized to pay in full all fees, indemnities, and expenses incurred in connection with the Working Capital Facility.

11. Second Lien Exit Facility. The Second Lien Exit Facility constitutes a valid debt obligation secured by liens and is hereby approved. The applicable Reorganized Debtors are authorized, without further approval of the Court or any other party, to (a) enter into the Second Lien Exit Credit Agreement and grant collateral security required thereunder, (b) execute and make such security agreements, mortgages, control agreements, the Exit Intercreditor Agreement, certificates, and other documents and deliveries as the Second Lien Exit Term Lenders or the Second Lien Exit Agent reasonably request, and (c) deliver customary opinions, in each case with such changes as may be agreed between the Reorganized Debtors, the Second Lien Exit Term Lenders, and the Second Lien Exit Agent thereunder without further notice to, or approval from, this Court or the Canadian Court, and the Second Lien Exit Credit Agreement, and all other documents, instruments, and agreements to be entered into, delivered, or contemplated under the Plan or hereunder shall become effective in accordance with their terms on the Effective Date, and are ratified. The Second Lien Exit Credit Agreement and all related documents, including, but not limited to, those granting collateral security required thereunder, as may be amended or modified without further approval from the Court or the Canadian Court in accordance with their terms, are approved and shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors, enforceable in accordance with their terms, and all creditors (existing and hereafter) and parties in interest are and shall be bound

thereby. The applicable Reorganized Debtors are authorized to pay in full all fees, indemnities, and expenses incurred in connection with the Second Lien Exit Facility.

12. Reorganized LightSquared Inc. Exit Facility. The Reorganized LightSquared Inc. Exit Facility constitutes a valid debt obligation secured by liens and is hereby approved. Reorganized LightSquared Inc. and the RLI Exit Facility Lenders are authorized, without further approval of the Court or any other party, to (a) enter into the Reorganized LightSquared Inc. Credit Agreement and grant collateral security required thereunder, (b) execute and make such security agreements, mortgages, control agreements, intercreditor agreements, certificates, and other documents and deliveries as the RLI Exit Facility Lenders reasonably request, and (c) deliver customary opinions, in each case with such changes as may be agreed between Reorganized LightSquared Inc. and the RLI Exit Facility Lenders without further notice to, or approval from, this Court or the Canadian Court, and the Reorganized LightSquared Inc. Credit Agreement, and all other documents, instruments, and agreements to be entered into, delivered, or contemplated under the Plan or hereunder shall become effective in accordance with their terms on the Effective Date, and are ratified. The Reorganized LightSquared Inc. Credit Agreement and all related documents, including, but not limited to, those granting collateral security required thereunder, as may be amended or modified without further approval from the Court or the Canadian Court in accordance with their terms, are approved and shall constitute legal, valid, binding, and authorized obligations of Reorganized LightSquared Inc., enforceable in accordance with their terms, and all creditors (existing and hereafter) and parties in interest are and shall be bound thereby. Reorganized LightSquared Inc. is authorized to pay in full all fees, indemnities, and expenses incurred in connection with the Reorganized LightSquared Inc. Exit Facility.

13. Reorganized Debtors Financings Liens. The security interests and Liens granted pursuant to, or in connection with, the Reorganized Debtors Financings and the Reorganized Debtors Financing Documents (a) shall constitute, as of the Effective Date, legal, valid, binding, and duly perfected Liens on, and security interests in, the applicable property and assets of the Reorganized Debtors as set forth in the applicable Reorganized Debtors Financing Documents, (b) are granted in good faith as an inducement to the lenders thereunder to extend credit thereunder, and (c) shall be, and hereby are, deemed not to constitute fraudulent conveyances, fraudulent transfers, or contributions of equity and shall not otherwise be subject to avoidance or recharacterization, and the priorities of such Liens and security interests shall be as set forth in the Reorganized Debtors Financing Documents. On the Effective Date, all of the Liens and security interests to be created under, or in connection with, the Reorganized Debtors Financing Documents shall (x) be deemed created, (y) be legal, valid, binding, and perfected, and (z) afford to the Reorganized Debtors Financing Parties thereunder all remedies customarily granted to a holder of such Liens and security interests, without (i) any requirement of filing or recording of financing statements, or other evidence of such Liens and security interests and (ii) any approvals or consents from governmental entities or any other persons and regardless of whether or not there are any errors, deficiencies, or omissions in any property descriptions attached to any filing, and, to the extent permitted under applicable law, no further act shall be required for perfection of such Liens and security interests. Notwithstanding the foregoing, the parties granting such Liens and security interests are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of state, federal, or Canadian law that would be applicable in the absence of this Order, and shall thereafter make all other filings and recordings that

otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

14. Termination of Engagement Letters. Each of (a) the Engagement Letter, dated December 30, 2013 (the "December Engagement Letter"), by and among J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC and LSQ Acquisition Co LLC, Harbinger Capital Partners Master Fund I, Ltd., Harbinger Capital Partners Special Situations Fund, L.P., and Credit Distressed Blue Line Master Fund, Ltd. and (b) the Engagement Letter, dated January 17, 2014 (the "January Engagement Letter" and, together with the December Engagement Letter, the "Engagement Letters"), by and among J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC, and LightSquared Inc. is hereby terminated in its entirety and shall no longer be of any force or effect against any party thereto, including, but not limited to, the provisions and sections of such Engagement Letters that are contemplated to survive the termination of such Engagement Letters pursuant to the terms thereof.

15. Issuance of New LightSquared Entities Shares; Reinstatement of Reinstated Intercompany Interests. The issuance of the New LightSquared Entities Shares and Reinstatement of the Reinstated Intercompany Interests are essential elements of the Plan, are fair, reasonable, and in the best interests of the Debtors, their Estates, and all Holders of Claims or Equity Interests, and are hereby approved. The Debtors have exercised reasonable business judgment in determining to incorporate the New LightSquared Entities Shares (including, but not limited to, the Reinstated Intercompany Interests) as part of the Plan Transactions and have provided sufficient and adequate notice of the terms of the New LightSquared Entities Shares. The Debtors and the Reorganized Debtors, as applicable, are authorized, without further approval of the Court or any other party, to (a) issue the New LightSquared Entities Shares and

Reinstate the Reinstated Intercompany Interests in accordance with the Plan, (b) execute and deliver all agreements, documents, instruments, and certificates relating thereto, and (c) perform their obligations thereunder.

16. Sale, Assignment, and/or Transfer of Assets and Equity Interests to New LightSquared. The Reorganized Debtors are authorized to take all actions as may be necessary or appropriate to, on or as soon as practicable after the Effective Date, consummate the Plan Transactions between New LightSquared and the Reorganized Inc. Entities. Upon consummation of the Plan Transactions between New LightSquared and the Reorganized Inc. Entities, the Reorganized Inc. Entities shall hold only the assets described in Section IV.B.2(d)(iv) of the Plan and shall not directly hold any leases, spectrum, or tangible assets other than those set forth in Section IV.B.2(d)(iv) of the Plan.

17. Reorganized Debtors Governance Documents. The Reorganized Debtors Governance Documents are essential elements of the Plan, and entry into the Reorganized Debtors Governance Documents and the other related documents (as may be amended or modified without further approval from the Court or the Canadian Order in accordance with their terms) is fair, reasonable, and in the best interests of the Debtors, their Estates, and all Holders of Claims or Equity Interests and is hereby approved. The Debtors have exercised reasonable business judgment in determining to implement the Reorganized Debtors Governance Documents and the other related documents and have provided sufficient and adequate notice of the terms of the Reorganized Debtors Governance Documents. The terms and conditions of the Reorganized Debtors Governance Documents are fair and reasonable, and the Reorganized Debtors Governance Documents were negotiated in good faith and at arm's length. The Debtors and the Reorganized Debtors, as applicable, are authorized, with the consent of the New

Investors, but without further approval of the Court or any other party, to (a) execute and deliver all agreements, documents, instruments, and certificates relating to the Reorganized Debtors Governance Documents, including without limitation preparing and finalizing the list of Schedule III Members, as set forth in Section 4.16 of the New LightSquared Interest Holders Agreement, and taking such other actions as reasonably deemed necessary to institute the measures set forth therein and to ensure compliance with, among other things, the Communications Laws, and (b) perform their obligations thereunder, including, but not limited to, the payment of all fees, indemnities, and expenses provided therein.

18. Management Incentive Plan. On or as soon as practicable following the consummation of the Plan, the New LightSquared Board shall adopt a Management Incentive Plan in accordance with the terms of the New LightSquared Interest Holders Agreement and subject to the approval of each of the New Investors.

19. Section 1145 Exemption. The offering, issuance, and distribution of the securities contemplated by the Plan and any and all agreements incorporated therein, including, but not limited to, the New LightSquared Entities Shares, 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 or pursuant to another applicable exemption from any registration requirements of the Securities Act. In addition, any securities contemplated by the Plan and any and all agreements incorporated therein, including, but not limited to, the New LightSquared Entities Shares, shall be subject to (a) 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, (b) 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, (c) the restrictions, if any, on the transferability of such securities and instruments, including, but not limited to, those set forth in the Reorganized Debtors Governance Documents, and (d) applicable regulatory approval, if any.

20. Section 1146 Exemption. Pursuant to section 1146(a) of the Bankruptcy Code, and to the extent permitted by Canadian law (to the extent applicable), 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 (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors, (b) 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, (c) the making, assignment, or recording of any lease or sublease, or (d) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, but not limited to, 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, sales or use 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 accept for filing and recordation any

of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

21. Vesting of Assets in Reorganized Debtors.

a. Except as otherwise provided in the Plan, this Order, 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 (i) any Liens granted to secure the Working Capital Facility and any rights of any of the parties under the Working Capital Facility Credit Agreement or any related documents, (ii) any Liens granted to secure the Second Lien Exit Facility and any rights of any of the parties under the Second Lien Exit Credit Agreement or any related documents, (iii) any Liens granted to secure the Reorganized LightSquared Inc. Exit Facility and any rights of any of the parties under the Reorganized LightSquared Inc. Credit Agreement or any related documents, and (iv) any rights of any of the parties under any of the Reorganized Debtors Governance Documents) without further notice to, or action, order, or approval of, this Court, the Canadian Court, or any other Entity.

b. On and after the Effective Date, except as otherwise provided in the Plan or this Order, 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, this Court, the Canadian Court, or any other Entity and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

c. 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 (including, but not limited to, 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.

22. Cancellation of Existing Securities and Agreements.

a. Pursuant to Section IV.K of the Plan, on the Effective Date (or, subject to the terms of the New DIP Orders, the New DIP Closing Date with respect to the DIP Inc. Facility and, if applicable, the DIP LP Facility), except as otherwise specifically provided for in the Plan or this Order, including, but not limited to, with respect to the Acquired Inc. Facility Claims and JPM Acquired DIP Inc. Claims: (i) 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 such Certificates, Equity Interests, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that may 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 (ii) 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 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, that 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, that (i) the preceding proviso shall not affect the discharge of Claims or Equity Interests pursuant to the Bankruptcy Code, this Order, the Confirmation Recognition Order, or the Plan or result in any expense or liability to the Reorganized Debtors and (ii) the terms and provisions of the Plan and this Order shall modify any existing contract or agreement that would in any way be inconsistent with distributions under the Plan.

b. On the Confirmation Date, but subject to the Effective Date, (i) the obligations of the Debtors Stalking Horse Agreement and the Bid Procedures Order shall be cancelled as to the Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder and (ii) the obligations of the Debtors pursuant, relating, or pertaining to the Stalking Horse Agreement or the Bid Procedures Order to pay any LBAC Break-Up Fee or Expense Reimbursement, to the extent payable in accordance with the terms thereof, shall be released and discharged. For the avoidance of doubt, no party shall be entitled to, or receive (nor shall any reserve be required on account of), any LBAC Break-Up Fee or Expense Reimbursement.

23. Preservation, Transfer, and Waiver of Rights of Action.

a. In accordance with section 1123(b) of the Bankruptcy Code, but subject to

Article VIII of the Plan, 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, but not limited to, any Retained Causes of Action 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 or this Order. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Court order, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication and, therefore, no preclusion doctrine, including, but not limited to, 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 of the Plan. 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 New LightSquared.

b. Upon the Effective Date of the Plan, Harbinger shall irrevocably assign to New LightSquared all Harbinger Litigations, and the New Investors shall irrevocably assign to New LightSquared any and all of their rights to commence any New Actions. New LightSquared will receive all Retained Causes of Action Proceeds, which, for the avoidance of

doubt, shall include any and all proceeds from any of the Harbinger Litigations and New Actions.

c. Harbinger shall (i) use and undertake commercially reasonable and good faith efforts to obtain consent of each defendant in the FCC Action and the GPS Action to stay all proceedings therein and (ii) not pursue any New Action on its own behalf or derivatively on behalf of the Debtors or the Reorganized Debtors (as applicable).

24. Assumption of D&O Liability Insurance Policies.

a. To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, then, notwithstanding anything in the Plan or herein 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; provided that, all D&O Liability Insurance Policies to which a Reorganized Inc. Entity would be a counterparty or obligor shall be assigned to New LightSquared on the Effective Date and no Reorganized Inc. Entity shall have any liability or obligations with respect to any D&O Liability Insurance Policies. Entry of this Order shall constitute, subject to the occurrence of the Effective Date, the 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 or herein, 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 Debtors under the Plan as to which no Proof of Claim need be filed.

b. In addition, but subject to the proviso in the first sentence of the first paragraph in Section IV.Q of the Plan, after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including, but not limited to, any “tail policy”) in effect on the Petition Date, with respect to conduct occurring prior thereto, and all directors and officers of the 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, New LightSquared shall purchase and maintain continuing director and officer insurance coverage for a tail period of six (6) years.

25. Employee and Retiree Benefits.

a. Except as otherwise provided in the Plan or this Order, on and after the Effective Date, New LightSquared shall assume and continue to perform the Debtors’ obligations to: (i) 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 the First Day Pleadings, for, among other things, compensation and wages (including, but not limited to, 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 (ii) 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, (i) 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 (A) fully vested and (B) cancelled and terminated and (ii) Holders of such Equity Interests shall be treated in accordance with Class 12 in Section III.B.14 of the Plan; 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.

b. Nothing in the Plan or this Order 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.

26. Executory Contracts and Unexpired Leases.

a. The Debtors have exercised sound business judgment in determining whether to assume or reject each of their Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, Article V of the Plan, and as set forth in the

Plan Supplement and in the Schedule of Assumed Agreements. Except as set forth herein and/or in separate orders entered by the Court relating to assumption of Executory Contracts or Unexpired Leases, the Debtors have cured, or provided adequate assurances of future performance, as that term is used in section 365 of the Bankruptcy Code, that the Debtors shall cure, defaults (if any) under or relating to each Executory Contract or Unexpired Lease assumed under the Plan. The Court shall adjudicate and decide any unresolved disputes relating to the assumption of Executory Contracts and Unexpired Leases, including, but not limited to, disputed issues relating to Cure Costs, financial wherewithal, or adequate assurance of future performance, at a hearing scheduled at such time as determined by the Court.

b. As of the Effective Date, all Executory Contracts or Unexpired Leases listed on the Schedule of Assumed Agreements shall be assumed pursuant to sections 365(a) and 1123 of the Bankruptcy Code and shall remain in full force and effect for the benefit of the Reorganized Debtors, as applicable, and be enforceable by the Reorganized Debtors, as applicable, in accordance with their terms notwithstanding any provision in such Executory Contracts and Unexpired Leases that purports to prohibit, restrict, or condition such assumption; provided, that all assumed Executory Contracts and Unexpired Leases to which a Reorganized Inc. Entity would be a counterparty or an obligor shall be assigned to New LightSquared on the Effective Date and no Reorganized Inc. Entity shall have any liability or obligations with respect to any such Executory Contracts and Unexpired Leases. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan (including, but not limited to, any "change of control" provision) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption or is modified, breached, or terminated or deemed modified, breached, or terminated, by (i) the commencement of the Chapter 11 Cases, (ii) any

Debtor's or any Reorganized Debtor's assumption or assumption or assignment (as applicable) of such Executory Contract or Unexpired Lease, or (iii) the confirmation or consummation of the Plan, then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party to such Executory Contract or Unexpired Lease, to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the confirmation of the Plan.

c. The assumption of any Executory Contracts and Unexpired Leases shall be free and clear of all Liens, encumbrances, pledges, mortgages, deeds of trust, security interests, Claims, charges, options, rights of first refusal, easements, servitudes, proxies, voting trusts or agreements, and/or transfer restrictions under any shareholder or similar agreement or encumbrance.

d. Notwithstanding anything in the Claims Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease, including, but not limited to, pursuant to the Plan, 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 9 in Section III.B.11 of the Plan, 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 10 in Section III.B.12 of the Plan.

e. 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 to the extent not rejected prior to the Effective Date, including, but not limited to, 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 of such contract or lease; provided that each Reorganized Inc. Entity shall assign such obligations to New LightSquared on the Effective Date. Accordingly, such contracts and leases, to the extent not rejected prior to the Effective Date (including, but not limited to, any assumed Executory Contracts or Unexpired Leases), shall survive, and remain unaffected by, entry of this Order.

27. Distributions Under Plan.

a. Except as set forth herein or in the Plan, each Plan Distribution referred to in Article VI of the Plan shall be governed by the terms and conditions set forth herein and in the Plan 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. Except as otherwise provided herein or in the Plan, 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 under the Plan, as applicable. All Plan Distributions by the Disbursing Agent shall be at the discretion of the Debtors or the Reorganized Debtors, as applicable, and the Disbursing Agent shall not have any liability to any Entity for Plan Distributions made by it under the Plan.

b. Commencing upon the Effective Date (or the New DIP Closing Date and/or the Inc. Facilities Claims Purchase Closing Date with respect to DIP Inc. Claims and DIP LP Claims, as applicable), LightSquared, the Disbursing Agent, the New DIP Agents, the Prepetition Inc. Agent, and the Prepetition LP Agent, as applicable, shall be authorized and directed to distribute the amounts required under the Plan, this Order, or any other order of the Court, as applicable, to the Holders of Allowed Claims or Equity Interests or other eligible Entities, as applicable, solely according to the provisions of the Plan, including, but not limited to, Article VI of the Plan, this Order, or any other order of the Court, as applicable.

28. Existing LP Preferred Units Election. Pursuant to Section III.B.13(b) of the Plan, each Holder of Existing LP Preferred Units has the option to receive, on account of its Existing LP Preferred Units, Plan Consideration in the form of either (a) New LightSquared Series A-2 Preferred Interests having a liquidation preference equal to such Holder's pro rata share of the Existing LP Preferred Units Distribution Amount or (b) New LightSquared Series C Preferred Interests having a liquidation preference equal to such Holder's pro rata share of the Existing LP Preferred Units Distribution Amount. Any Holder of Existing LP Preferred Units that wishes to receive New LightSquared Series A-2 Preferred Interests rather than New LightSquared Series C Preferred Interests must make an election to do so (the "Election") by timely and properly executing, completing, and delivering an election form, the approved form of which is attached hereto as Exhibit B (the "Election Form"), so that it is received by LightSquared and each of the New Investors no later than April 10, 2015, at 5 p.m. (prevailing Eastern time) (the "Election Deadline"). If a Holder of Allowed Existing LP Preferred Units declines the Election, submits an Election Form without any box in Item 1 checked, or fails to timely or properly complete and deliver an Election Form so that it is received by the Election Deadline, such Holder shall be

deemed to have elected to receive New LightSquared Series C Preferred Interests. For the avoidance of doubt, any New Investor that holds Allowed Existing LP Preferred Units shall be deemed, and hereby agrees, to elect to receive New LightSquared Series C Preferred Interests solely on account of the Allowed Existing LP Preferred Units held by such New Investor as of the Distribution Record Date.

29. Disputed Claims and Disputed Equity Interests. The provisions of Article VII of the Plan, including, but not limited to, the provisions governing procedures for resolving Disputed Claims and Disputed Equity Interests, are found to be fair and reasonable and are approved.

30. No Postpetition Interest on Claims. Unless otherwise (a) specifically provided for in the Plan or this Order, (b) agreed to by the New Investors (upon agreement of all of the New Investors) or the Reorganized Debtors, as applicable, (c) provided for in a postpetition agreement in writing between all of the New Investors or the Reorganized Debtors, as applicable, and a Holder of a Claim, or (d) allowed under applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on Claims (other than Inc. General Unsecured Claims and the LP General Unsecured Claims), and no Holder of a Claim (other than the Holders of Inc. General Unsecured Claims and the Holders of LP General Unsecured Claims) shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, and except as otherwise set forth in the Plan or this Order, 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.

31. Full and Final Satisfaction of Claims. Upon the Effective Date, all Claims against, or Equity Interests in, LightSquared shall be deemed fixed and adjusted pursuant to the Plan, and LightSquared shall have no further liability on account of any Claims or Equity Interests except as set forth in the Plan or in this Order. Except as otherwise provided by the Plan or this Order, all payments and all distributions made by LightSquared or the Reorganized Debtors under, and in accordance with, the Plan shall be in full and final satisfaction, settlement, and release of all Claims and Equity Interests.

32. Discharge of Claims and Termination of Equity Interests.

a. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or this Order, 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 (including, but not limited to, any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors in accordance with Section III.B.17 and Section III.B.18 of the Plan), Equity Interests, and Causes of Action of any nature whatsoever, including, but not limited to, 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, but not limited to, 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 (i) 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, (ii) a Claim or Equity Interest based upon such debt, right, or Equity Interest is Allowed pursuant to section 502 of the Bankruptcy Code, or (iii) 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.

b. This Order constitutes a judicial determination of the discharge of all Claims and Equity Interests subject to the occurrence of the Effective Date that shall, to the fullest extent provided under section 524 and other applicable provisions of the Bankruptcy Code, (i) void any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of any Debtor or Reorganized Debtor with respect to any Claim discharged under this Order and (ii) operate as a permanent injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover, or offset any such discharged Claim as a personal liability of any Debtor or Reorganized Debtor.

c. Except as otherwise expressly provided by the Plan or this Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims and Equity Interests of any nature whatsoever, including, but not limited to,

any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtor's liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments, act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

33. Releases by Debtors. Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or this Order, for good and valuable consideration, including, but not limited to, the service of the Released Parties to facilitate the reorganization of the 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 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, 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 CCAA Proceeding, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the Prepetition Facilities, the DIP Facilities, the Working Capital Facility, the Second Lien Exit Facility, the Exit Intercreditor Agreement, the New LightSquared Entities Shares, or the Reorganized LightSquared Inc. Exit Facility, 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 and/or the CCAA Proceeding, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements (including, but not limited to, the Plan Support Agreement), instruments, or other documents, any of the Debtors' regulatory efforts (including, but not limited to, change of control applications), 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, but not limited to, fraud) or gross negligence. Notwithstanding anything contained herein or in the Plan to the contrary, the foregoing release does not release any obligations of any party under the Plan or any document, instrument, or agreement (including, but not limited to, those set forth in the Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement, the Reorganized LightSquared Inc. Credit Agreement, the Exit Intercreditor Agreement, the Reorganized Debtors Governance Documents, and the Plan Supplement) executed to implement the Plan.

34. Exculpation. Except as otherwise specifically provided in the Plan or this Order, 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 the Plan, the Disclosure Statement, the Plan Documents, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan (including, but not limited to, the Plan Support Agreement), any act taken or omitted to be taken in connection with, or related to, any of the Debtors' regulatory efforts (including, but not limited to, change of control applications), the negotiation of Cure Costs, the amendment, assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases, 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 the Plan, except for (a) willful misconduct (including, but not limited to, fraud) or gross negligence and/or (b) the rights of any Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under, or in connection with, the Plan, or assumed pursuant to the 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.

35. Third-Party Releases by Holders of Claims or Equity Interests.

a. Except as otherwise specifically provided in the Plan or this Order, on and after the Effective Date, to the fullest extent permissible under applicable law, (i) each Released Party, (ii) each present and former Holder of a Claim or Equity Interest, and (iii) each of the foregoing Entities' respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including, but not limited to, 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 (i), (ii), and (iii), 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, 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 CCAA Proceeding, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the Prepetition Facilities, the DIP Facilities, the Working Capital Facility, the Second Lien Exit Facility, the Exit Intercreditor Agreement, the New LightSquared Entities Shares, or the Reorganized LightSquared Inc. Exit Facility, 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 and/or the CCAA Proceeding, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements, instruments, or other documents, any act taken or omitted to be taken in connection with, or related to, any of the Debtors' regulatory efforts (including, but not limited to, change of control applications), the negotiation of Cure Costs, the amendment, assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases, 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, but not limited to, fraud) or gross negligence; provided, however, that each present and former Holder of a Claim or Equity Interest voting to reject the Plan may reject the third-party release provided in Section VIII.F of the Plan by checking the box on the applicable Ballot indicating that such Holder opts not to grant such third-party release.

b. Notwithstanding anything contained herein or in the Plan to the contrary, the third-party release herein and in the Plan does not release any obligations of any party under the Plan or any document, instrument, or agreement (including, but not limited to, those set forth in the Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement, the Reorganized LightSquared Inc. Credit Agreement, the Exit Intercreditor Agreement, the Reorganized Debtors Governance Documents, and the Plan Supplement) executed to implement the Plan.

36. Injunction.

a. Except as otherwise expressly provided in the Plan or this Order, or for obligations issued pursuant to the Plan or this Order, all Entities who have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Section VIII.D of the Plan (and herein) or Section VIII.F of the Plan (and herein), discharged pursuant to Section VIII.A of the Plan (and herein), or are subject to exculpation pursuant to Section VIII.E of the Plan (and herein) are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors or the Reorganized Debtors: (i) 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; (ii) 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; (iii) 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; (iv) 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 (v) 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 this 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.

b. No Holder of any Claim or Equity Interest, and none of any such Holder's heirs, successors, assigns, trustees, executors, administrators, controlled-affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, and/or guardians (collectively, the "Representatives") shall take, or cause to be taken, and each such Holder and each of its Representatives is hereby permanently enjoined from taking, any action that is intended or is reasonably likely to directly or indirectly prevent, impede, hinder, adversely affect, and/or delay any actions or efforts of the Debtors or the Reorganized Debtors, as applicable, and/or their ability to: (i) implement the Plan and the Plan Transactions (including, but not limited to, performance and/or enforcement of contracts of LightSquared or the Reorganized Debtors); (ii) obtain any consents and/or approvals, achieve the expiration or termination of any waiting period, and/or take any actions necessary or appropriate to consummate the transactions contemplated by the Plan and this Order, including, but not limited to, under (A) the *Hart-Scott-Rodino Antitrust Improvements Act of 1976*, the *Investment Canada Act*, the *Competition Act* (Canada), and/or any comparable requirements in any foreign jurisdiction and (B) the rules and regulations of the FCC, Industry Canada, and the Canadian Radio-television Telecommunications Commission ("CRTC"), including, but not limited to, with respect to the assignment, transfer of control, and/or maintenance of the Debtors' FCC, Industry Canada, and

CRTC licenses and authorizations (collectively, the “Transfer Proceedings”); (iii) obtain grant of the License Modification Application or any Material Regulatory Request, as amended and/or supplemented from time to time, and/or any associated rulemaking, waiver, and/or other requests regarding the subject matter thereof, or the satisfaction of any FCC Objective; or (iv) undertake any acts related to, or in furtherance of, the matters described in clauses (i), (ii) and/or (iii) in this subparagraph; provided, however, that nothing in this Order shall prevent or enjoin anyone from communicating with or otherwise exercising their right to petition any Governmental entity, including the FCC, for any reason – including, but not limited to, any communications or petitions concerning the matters set forth in this paragraph.

c. Until such time as the New LightSquared Interest Holders Agreement is in full force and effect (at which time such agreement shall govern), each Holder of any Claim or Equity Interest and their Representatives that has a right to obtain New LightSquared Interests shall (i) promptly provide to the Debtors or the Reorganized Debtors, at such Holder’s cost and expense, such ownership or other information as may be reasonably required in order for the Debtors or the Reorganized Debtors to comply with the Communications Laws (as defined in the New LightSquared Interest Holders Agreement), the *Competition Act* (Canada), the *Investment Canada Act*, and the *Defense Production Act* (Canada), in each case as amended, including, but not limited to, such information that may be necessary in connection with the Transfer Proceedings or such other information as reasonably requested by the Debtors or the Reorganized Debtors to obtain the necessary consents and approvals of any governmental authority, (ii) not complete any transaction, including, but not limited to, any assignment of its rights to obtain New LightSquared Interests or its obligations, and not permit any transfer of direct or indirect ownership in or control of such Holder (or any entity holding an interest in such

Holder), that would (individually or together with all other such transactions) require amendment, notice, supplement, or any other submission to the FCC, Industry Canada, or other Governmental Unit in connection with the Transfer Proceedings; provided, however, that the foregoing shall not preclude any such action that (x) is (i) expressly provided by the Plan or (ii) otherwise contemplated as part of any settlement agreements entered into in connection with confirmation of the Plan or entry of this Order, (y) both necessary and designed solely to effectuate the Transfer Proceedings as initially filed, or (z) would, in the judgment of the Debtors (after consultation with their applicable regulatory counsel), be reasonably likely to cause the FCC, Industry Canada, or other Governmental Unit to expedite the grant of any application or necessary consent in connection with the Transfer Proceedings, and (iii) not directly assign its rights to obtain New LightSquared Interests or its obligations (whether to a permitted assignee or otherwise), and not affirmatively take any action to permit any transfer or assignment of direct or indirect ownership in such Holder (or any entity holding an interest in the Holder) or knowingly take any other action, if such transfer, assignment, or other action would be reasonably likely to impede or delay approval of the License Modification Application or any Material Regulatory Request or the satisfaction of any FCC Objective. Notwithstanding anything to the contrary in this paragraph 36, the obligations and restrictions set forth in this paragraph 36(c) shall not apply to any transfer or assignment occurring as a result of public trading on a national securities exchange of the securities of any Entity that is a direct or indirect beneficial owner of a Holder of any Claim or Equity Interest that has a right to obtain New LightSquared Interests (a "Publicly Traded Entity"), or the issuance of securities by such Publicly Traded Entity, so long as (a) such Entity is not in breach of the requirements of clause (i) above, and (b) upon determining that any transfer or issuance of the securities of such Publicly Traded Entity has directly resulted in a

requirement for the Debtors or the Reorganized Debtors to obtain approvals under the Communications Laws relating to New LightSquared's direct or indirect foreign ownership or has directly resulted in a transfer of control of the Debtors or the Reorganized Debtors under the Communications Laws, such Entity, if so requested by the Debtors, diligently seeks any approvals or cooperates with the Debtors in seeking such approvals and clearances as may be needed from the FCC or Industry Canada under any Communications Laws as a result of such transfer or issuance of securities.

37. Reservation of Rights of the United States.

a. As to the United States of America, its agencies, departments, or agents (collectively, the "United States"), nothing in the Plan or this Order shall limit or expand the scope of discharge, release, or injunction to which the Debtors or the Reorganized Debtors are entitled under the Bankruptcy Code, if any. The discharge, release, and injunction provisions contained in the Plan and this Order are not intended, and shall not be construed, to bar the United States from, subsequent to this Order, pursuing any police or regulatory action.

b. Accordingly, notwithstanding anything contained in the Plan or this Order to the contrary, nothing in the Plan or this Order shall discharge, release, impair, or otherwise preclude: (i) any liability to the United States that is not a Claim; (ii) any Claim of the United States arising on or after the Confirmation Date; (iii) any valid right of setoff or recoupment of the United States against any of the Debtors; or (iv) any liability of the Debtors or the Reorganized Debtors under police or regulatory statutes or regulations to any Governmental Unit as the owner, lessor, lessee, or operator of property that such entity owns, operates, or leases after the Confirmation Date. Further, nothing in this Order or the Plan shall: (i) enjoin or otherwise bar the United States or any Governmental Unit from asserting or enforcing, outside

the Court, any liability described in the preceding sentence; or (ii) divest any court, commission, or tribunal of jurisdiction to determine whether any liabilities asserted by the United States or any Governmental Unit are discharged or otherwise barred by this Order, the Plan, or the Bankruptcy Code.

c. Moreover, nothing in this Order or the Plan shall release or exculpate any non-Debtor, including, but not limited to, any Released Parties or Exculpated Parties, from any liability to the United States, including, but not limited to, any liabilities arising under the Internal Revenue Code, the environmental laws, or the criminal laws against the Released Parties or Exculpated Parties, nor shall anything in this Order or the Plan enjoin the United States from bringing any claim, suit, action, or other proceeding against the Released Parties or Exculpated Parties for any liability whatsoever; provided, however, that the foregoing sentence shall not limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code or any findings of fact or conclusions of law set forth herein.

d. Nothing contained in the Plan or this Order shall be deemed to determine the tax liability of any person or entity, including, but not limited to, the Debtors and the Reorganized Debtors, nor shall the Plan or this Order be deemed to have determined the federal tax treatment of any item, distribution, or entity, including, but not limited to, the federal tax consequences of the Plan, nor shall anything in the Plan or this Order be deemed to have conferred jurisdiction upon the Court to make determinations as to federal tax liability and federal tax treatment except as provided under section 505 of the Bankruptcy Code.

38. USAC Claims. Notwithstanding anything to the contrary contained in the Plan, the Plan Supplement, this Order, and/or any document or instrument entered into in respect thereof, no term(s) or provision(s) contained in the foregoing shall: (a) effect a release,

discharge, or otherwise preclude or prohibit any claim whatsoever against any Debtor and/or Reorganized Debtor by or on behalf of the Universal Service Administrative Company or its agents (collectively, "USAC"), including, but not limited to, any claims (i) arising under 47 C.F.R. Part 54, (ii) relating to audits that may be performed by USAC to (A) examine any Debtor's and/or Reorganized Debtor's compliance with universal service support program eligibility requirements, (B) confirm the accuracy of any Debtor's and/or Reorganized Debtor's data submissions, and (C) review any Debtor's and/or Reorganized Debtor's overall compliance with program rules promulgated by the FCC, (iii) for setoff or recoupment, and/or (iv) resulting from, or relating to, orders issued by the FCC (collectively, "USAC Claims"); (b) enjoin USAC from bringing any suit, action, claim, or other proceeding against any Debtor or Reorganized Debtor for any liability whatsoever, including, but not limited to, any liability arising from the USAC Claims; or (c) exculpate any Debtor and/or Reorganized Debtor from any liability to USAC whatsoever, including, but not limited to, any liability arising from any USAC Claim.

39. Conditions Precedent to Effective Date of Plan. The following are conditions precedent to the Effective Date of the Plan that must be satisfied or waived in accordance with Section IX.B of the Plan:

a. This Order, in form and in substance satisfactory to each of the New Investors, the Debtors, and MAST (solely with respect to those provisions of this Order that relate to MAST Terms) and reasonably satisfactory to MAST as to all other provisions of this Order, shall have become a Final Order.

b. The transactions contemplated by the JPM Inc. Facilities Claims Purchase Agreement shall have been consummated.

- c. The New DIP Orders (i) shall have been entered and (ii) shall have become Final Orders.
- d. The New DIP Recognition Order shall have become a Final Order.
- e. The New DIP Facilities shall have been funded, and there shall not be any default under the New DIP Credit Agreements or the New DIP Orders with respect to which the New DIP Agents or New DIP Lenders are exercising any rights and remedies against the collateral under such New DIP Facilities.
- f. The Plan Documents, to the extent applicable to the transactions to be consummated pursuant to this Order, shall have been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification that the Effective Date has occurred) contained therein shall have been satisfied or waived in accordance therewith, including, but not limited to:
 - (i) the Working Capital Facility Credit Agreement and any related documents, in forms and substance satisfactory to New LightSquared, each of the New Investors, and the Debtors, 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 Working Capital Facility Credit Agreement shall have occurred;
 - (ii) the Second Lien Exit Credit Agreement and any related documents, in forms and substance satisfactory to each of the New Investors and the Debtors, 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, the incurrence of obligations pursuant to the Second Lien Exit Credit Agreement, and the funding of all New Money Lender Commitments (as such term is defined in the Second Lien Exit Credit Agreement) shall have occurred;
 - (iii) the Reorganized LightSquared Inc. Exit Facility and any related documents, in forms and substance satisfactory to each of the New Investors and the Debtors, shall have been executed and delivered

by all of the Entities that are parties thereto, and the incurrence of obligations pursuant to the Reorganized LightSquared Inc. Exit Facility shall have occurred;

- (iv) the New LightSquared Interest Holders Agreement, in form and substance satisfactory to each of the New Investors and the Debtors, 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
- (v) the Debtors shall have sufficient Cash on hand to fund the Professional Fee Reserve and the Disputed Claims and Equity Interests Reserve.

g. The Canadian Court shall have entered the Confirmation Recognition Order and such order shall have become a Final Order.

h. All necessary actions, documents, certificates, and agreements necessary to implement the 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.

i. Except as otherwise agreed by each of the New Investors, the FCC shall not have: (i) denied any Material Regulatory Request in writing on material substantive grounds; (ii) 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 (iii) otherwise taken action so as to preclude a reasonable prospect of satisfying any FCC Objective.

j. 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 the Plan (including, but not limited to, and to the extent applicable, consents to the assignment of the Debtors' licenses and/or the transfer of control of the Debtors,

as well as customary approvals and authorizations related thereto) and any statutory waiting periods shall have expired (including, but not limited to, under the *Hart-Scott-Rodino Antitrust Improvements Act of 1976* and the *Competition Act* (Canada)).

- k. The Plan Support Agreement shall be in full force and effect.
- l. The Debtors shall have paid in full in Cash all New Investor Fee Claims.
- m. The Harbinger Litigations shall have been assigned to New LightSquared.
- n. The identity of the Chairman of the New LightSquared Board shall be reasonably acceptable to each of the New Investors.

40. Waiver of Conditions Precedent. The conditions to the Confirmation Date and/or the Effective Date set forth in Article IX of the Plan may be waived by the agreement of each of the New Investors and the Debtors, without notice to, or action, order, or approval of, this Court, the Canadian Court, or any other Entity; provided, that if the Inc. Facilities Claims Purchase Closing Date and payment in full in Cash of the DIP Inc. Claims has not yet occurred, the conditions to Confirmation set forth in Section IX.A of the Plan may not be waived without the consent of MAST, other than Sections IX.A.1, IX.A.10 and IX.A.11 of the Plan.

41. FCC and Industry Canada Approval. No provision in the Plan or this Order relieves the Reorganized Debtors from their obligations to comply with the Communications Laws and the rules, regulations, and orders promulgated thereunder by the FCC and Industry Canada, respectively. To the extent applicable, no assignment to the Reorganized Debtors of any federal license or authorization issued by the FCC or Industry Canada, or transfer of control of any entity holding any federal license or authorization issued by the FCC or Industry Canada, shall take place prior to the issuance of any required FCC or Industry Canada regulatory approval for such assignment or transfer of control pursuant to any applicable FCC regulations or

Industry Canada rules. To the extent applicable, the rights and powers of the FCC and Industry Canada to take any action pursuant to their respective regulatory authority over the assignment or transfer of control, including, but not limited to, imposing any regulatory conditions on such assignment or transfer of control, are fully preserved, and nothing herein shall proscribe or constrain the exercise of such power or authority by the FCC and Industry Canada as the case may be.

42. Change of Control Provisions. Except for the transfer of control and ownership described in the Change of Control Application, and as contemplated by Article IV of the Plan, the consummation of the Plan shall not constitute a change of ownership or change in control, as such terms are used in any statute, regulation, contract, or agreement, including, but not limited to, any employment, severance, termination, or insurance agreements, in effect on the Effective Date and to which any of the Debtors is a party, or under any applicable law of any applicable Governmental Unit, and any acceleration, vesting, or similar change of control rights under any employment, benefit, or other arrangements triggered by the consummation of the Plan shall be waived or otherwise cancelled under the Plan.

43. Effect of Non-Occurrence of Effective Date. If this Order is vacated, the Plan shall be null and void in all respects and nothing contained in the Plan, the Disclosure Statement, or this Order shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the LightSquared entities; (b) prejudice in any manner the rights of LightSquared or any other party; or (c) constitute an admission, acknowledgment, offer, or undertaking by the Plan Proponents; provided, that the vacatur of this Order shall not affect any other order of the Court (unless as otherwise specified in such other order); provided, further that, to the extent that the Inc. Facilities Claims Purchase Closing Date has occurred, (y) the vacatur of this Order shall

not affect the purchases pursuant to the JPM Inc. Facilities Claims Purchase Agreement and/or the New Investor Commitment Documents, and (z) any distributions made from the proceeds of the New DIP Facilities, which purchases and distributions shall remain valid, in full force and effect, and not subject to revocation or reversal.

44. Modification of Plan. Except as otherwise specifically provided in the Plan or this Order, the Plan Proponents (in accordance with the Plan Support Agreement, as applicable, and the terms of Article X of the Plan), reserve the right with the written consent of each Plan Proponent to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code; provided, however, that the Plan may not be modified or amended with respect to (a) a MAST Term or (b) Articles/Sections I, II, II.A, II.C, III, IV.A, IV.B.1, and VI of the Plan (solely as to such terms that pertain to MAST or the Prepetition Inc. Agent), Articles/Sections VIII, IX.A, IX.C, X, and XI of the Plan (solely as to such terms that pertain to MAST or the Prepetition Inc. Agent), and Article XII of the Plan, without the prior written consent of MAST and the Prepetition Inc. Agent, which consent, in the case of clause (b) immediately above and when unrelated to a MAST Term, shall not be unreasonably withheld or delayed. 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 and in the Plan Support Agreement, the Plan Proponents other than the Debtors (in accordance with the Plan Support Agreement or the terms of Section X.A of the Plan), expressly reserve the right 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 this 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, this 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 Section X.A of the Plan.

45. Revocation or Withdrawal of Plan. The Plan Proponents, with the consent of each Plan Proponent, MAST, and the Prepetition Inc. Agent, in accordance with the Plan Support Agreement (or, in the case of the Debtors, the terms of Section X.C of the Plan), reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent chapter 11 plans. 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, however, that such withdrawal is without prejudice to the right of the other Plan Proponents to continue to seek consummation of the Plan. If the Plan Proponents collectively revoke or withdraw the Plan, or if consummation of the Plan does not occur, then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including, but not limited to, 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 (provided, however, that the foregoing shall not apply to (i) the Standing Motion Stipulation and the withdrawal of the Standing Motion as to the Prepetition Inc. Facility Non-Subordinated Claims or (ii) the JPM Inc. Facilities Claims Purchase Agreement or the New Investor Commitment Documents to the extent that the Inc. Facilities Claims Purchase Closing Date has occurred); and (c) nothing contained in the Plan, the Disclosure Statement, or this Order shall (i) constitute a waiver or release of any Claims or Equity Interests in any respect, (ii) prejudice in any manner

the rights of the Debtors or any other Entity in any respect, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity in any respect.

46. 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 Court, whether as part of the New DIP Facilities, the purchases pursuant to the JPM Inc. Facilities Claims Purchase Agreement, the New Investor Commitment Documents, the Plan, or otherwise, and any distributions made from proceeds of the New DIP Facilities, shall be deemed valid, in full force and effect, and not subject to revocation or reversal.

47. Reversal. If any or all of the provisions of this Order are hereafter reversed, modified, or vacated by subsequent order of the Court or any other court of competent jurisdiction, (a) such reversal, modification, or vacatur shall not affect the validity or the enforceability of (i) any act, obligations, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors or the Reorganized Debtors, as applicable, under or in connection with the Plan (including, but not limited to, pursuant to any other order of the Court) prior to the date that LightSquared or the Reorganized Debtors received actual written notice of the effective date of any such reversal, modification, or vacatur or (ii) any provisions of this Order that are not expressly reversed, modified, or vacated by such subsequent order of the Court or any other court of competent jurisdiction, and (b) to the extent that the Inc. Facilities Claims Purchase Closing Date has occurred, the purchases pursuant to the JPM Inc. Facilities Claims Purchase Agreement and/or the New Investor Commitment Documents, and any distributions made from the proceeds of the New DIP Facilities, shall be deemed valid, in full force and effect, and not

subject to revocation or reversal. Notwithstanding any such reversal, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Order, the Plan, and any amendments or modifications thereto.

48. Retention of Jurisdiction.

a. Pursuant to Article XI of the Plan, notwithstanding the entry of this Order and the occurrence of the Effective Date, on and after the Effective Date, the 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, but not limited to, jurisdiction to:

- (i) Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Equity Interest, including, but not limited to, 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;
- (ii) 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;
- (iii) 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, but not limited to, 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 of the Plan, the Schedule of Assumed Agreements; and

- (D) any dispute regarding whether a contract or lease is or was executory or unexpired;
- (iv) Ensure that Plan Distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of the Plan;
 - (v) 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;
 - (vi) Adjudicate, decide, or resolve any and all matters related to Causes of Action;
 - (vii) Adjudicate, decide, or resolve all matters related to the Standing Motion Stipulation and Standing Motion Stipulation Order;
 - (viii) Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
 - (ix) 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;
 - (x) To hear and determine any matters relating to, arising out of, or in connection with the implementation of the Working Capital Facility, the Second Lien Exit Facility, the Reorganized LightSquared Inc. Exit Facility, the Exit Intercreditor Agreement, the Reorganized Debtors Governance Documents, the Second Lien Exit Facility Commitment Letter, or any ancillary or related agreements thereto;
 - (xi) 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;
 - (xii) 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, including, but not limited to, the releases set forth therein;
 - (xiii) Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other

- provisions contained in Article VIII of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- (xiv) Hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including, but not limited to, 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;
 - (xv) 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 Section VI.J of the Plan;
 - (xvi) Enter and implement such orders as are necessary or appropriate if this Order is for any reason modified, stayed, reversed, revoked, or vacated;
 - (xvii) Determine any other matters that may arise in connection with, or relate to, the Plan, the Disclosure Statement, this Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
 - (xviii) Enter an order or final decree concluding or closing the Chapter 11 Cases;
 - (xix) Adjudicate any and all disputes arising from, or relating to, Plan Distributions under the Plan or any transactions contemplated therein;
 - (xx) Adjudicate any and all disputes arising from or relating to the JPM Inc. Facilities Claims Purchase Agreement;
 - (xxi) Adjudicate any and all disputes arising from, or relating to, the New Investor Commitment Documents;
 - (xxii) Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Court order, including, but not limited to, this Order;
 - (xxiii) Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(xxiv) Enforce all orders previously entered by the Court; and

(xxv) Hear any other matter not inconsistent with the Bankruptcy Code.

b. Notwithstanding any other provision in Article XI of the Plan to the contrary, nothing herein or in the Plan shall prevent the Reorganized Debtors from commencing and prosecuting any Causes of Action before any other court or judicial body which would otherwise have appropriate jurisdiction over the matter and parties thereto, and nothing herein shall restrict any such courts or judicial bodies from hearing and resolving such.

49. Successors and Assigns. Except as expressly set forth in the Plan or this Order, 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.

50. No Successors In Interest. Except as to obligations expressly assumed pursuant to the Plan, the Reorganized Debtors shall not be deemed to be successors to LightSquared and shall not assume, nor be deemed to assume, or in any way be responsible for, any successor liability or similar liability with respect to LightSquared or LightSquared's operations that are not expressly assumed or reinstated in connection with, or expressly provided by, the Plan or this Order.

51. Further Assurances. The Holders of Claims or Equity Interests receiving distributions under 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 advisable to effectuate the provisions and intent of the Plan.

52. Service of Documents. Any pleading, notice, or other document required by the Plan to be served shall be served pursuant to the terms of Section XII.E of the Plan.

53. Effectiveness of All Actions. Except as set forth in the Plan or this Order, all actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date pursuant to this Order, as applicable, without further notice to, or action, order, or approval of, the Court or further action by the respective shareholders, affiliates, subsidiaries, members (including, but not limited to, ex-officio members), officers, directors, principals, managers, trustees, employees, partners, agents, or representatives of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such shareholders, affiliates, subsidiaries, members (including, but not limited to, ex-officio members), officers, directors, principals, managers, trustees, employees, partners, agents, or representatives.

54. Notice of Confirmation Order and Effective Date; Substantial Consummation of Plan. KCC shall serve notice of the entry of this Order (including the Election Form) to (a) all Holders of Claims or Equity Interests and (b) those parties on whom the Plan, Disclosure Statement, and related documents were served. Such service constitutes good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c). On the Effective Date, or as soon thereafter as is reasonably practicable, LightSquared shall file with the Court a "Notice of Effective Date" and cause KCC to serve such Notice of Effective Date by first class mail, postage prepaid, or by facsimile to those persons who have filed with the Court requests for notices pursuant to Bankruptcy Rule 2002, which notice and service shall constitute appropriate and adequate notice that the Plan has become effective. Upon the Effective Date, the Plan shall be deemed substantially consummated as to each LightSquared entity, consistent with the definition of "substantial consummation" as defined in section 1101(2) of the Bankruptcy Code.

55. Transactions on Business Days. If the date on which a transaction may occur under the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

56. Filing of Additional Documents. On or before the Effective Date, the Plan Proponents may file with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

57. Utility Deposits. All utilities, including, but not limited to, any Person who received a deposit or other form of “adequate assurance” of performance pursuant to section 366 of the Bankruptcy Code during the Chapter 11 Cases (collectively, the “Deposits”), whether pursuant to the *Order Determining Adequate Assurance of Payment for Future Utility Services* [Docket No. 120] or otherwise, including, but not limited to, gas, electric, and telephone services, are directed to return such Deposits to the Reorganized Debtors, either by setoff against postpetition indebtedness or by Cash refund, within thirty (30) days following the Effective Date.

58. Insurance Neutrality. Notwithstanding any other term or provision in the Plan or this Order, nothing in the Plan or this Order: (a) shall prejudice any of the rights, claims, or defenses of the Debtors’ insurers (the “Insurers”) under any insurance policies under which the Debtors, or successor in interest, seeks coverage (the “Policies”) and any agreements related to the Policies (together, with the Policies, the “Insurance Agreements”); (b) shall modify any of the terms, conditions, limitations, and/or exclusions contained in the Insurance Agreements, which shall remain in full force and effect; (c) shall be deemed to create any insurance coverage that does not otherwise exist, if at all, under the terms of the Insurance Agreements, or create any right of action against the Insurers that does not otherwise exist under applicable non-bankruptcy law; (d) shall be deemed to prejudice any of the Insurers’ rights and/or defenses in any pending

or subsequent litigation in which the Insurers or the Debtors may seek any declaration regarding the nature and/or extent of any insurance coverage under the Insurance Agreements; (e) shall be deemed to alter the continuing duties and obligations of any insured under the Insurance Agreements; (f) shall be deemed or construed to create a direct right of action for any claimant or plaintiff against any of the Insurers for insurance proceeds, except where such right exists as a matter of law or otherwise; or (g) shall be construed as an acknowledgement that the Insurance Agreements cover or otherwise apply to any claims or that any claims are eligible for payment under any of the Insurance Agreements. In addition, notwithstanding any other term or provision in the Plan or this Order, nothing in the Plan or this Order shall alter, diminish, or otherwise prejudice the rights, claims, or defenses of any of the Debtors or their successors in interest in respect of any Insurance Agreements.

59. Administrative Claims.

a. Except for Accrued Professional Compensation Claims, 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 New LightSquared no later than the Administrative Claims Bar Date (i.e., thirty (30) days after the Effective Date) pursuant to the procedures specified in this Order and the notice of the occurrence of the Effective Date. Objections to such requests must be Filed and served on New LightSquared and the requesting party by the later of (i) one hundred and eighty (180) days after the Effective Date and (ii) 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 Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order

of, the Court.

b. 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, the Reorganized 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 Court.

c. Notwithstanding anything to the contrary herein, (i) a New Investor, the DIP Inc. Lenders, the DIP Inc. Agent, the Holders of Prepetition Inc. Facility Non-Subordinated Claims, and the Prepetition Inc. Agent shall not be required to File any request for payment of any Administrative Claims, including, but not limited to, any New Investor Fee Claims, DIP Claims, DIP Inc. Fee Claims, or Prepetition Inc. Fee Claims, and (ii) any New Investor, the DIP Inc. Lenders, the DIP Inc. Agent, the Holders of Prepetition Inc. Facility Non-Subordinated Claims, and the Prepetition Inc. Agent shall be paid in accordance with the terms of the Plan, this Order, the DIP Inc. Order, the DIP LP Order, or other applicable governing documents.

d. Notwithstanding anything to the contrary herein, (i) the New Investor Fee Claims incurred through and including, but not limited to, the Confirmation Date shall be paid in full, in Cash following the Inc. Facilities Claims Purchase Closing Date from the proceeds of the New DIP Facilities or Cash on hand, to the extent available up to \$10 million, with any such unpaid New Investor Fee Claims being paid on the Effective Date, and (ii) the New Investor Fee Claims incurred after the Confirmation Date through and including, but not limited to, the Effective Date (to the extent not previously paid) shall be paid monthly from the proceeds of the New DIP Facilities or Cash on hand, subject to the New Investors and the Debtors' prior receipt

of invoices and reasonable documentation in connection therewith and without the requirement to File a fee application with the Court. The New Investor Fee Claims shall be deemed Allowed Administrative Claims following the Inc. Facilities Claims Purchase Closing Date.

60. Post-Confirmation Date Fees and Expenses.

a. Notwithstanding anything herein or in any prior order of the Court to the contrary, 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 Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Court and satisfied in accordance with an order of the Court.

b. Except as otherwise specifically provided herein or in the Plan or this Order, on and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to, or action, order, or approval of, the Court, and upon five (5) Business Days' advance notice to all of the New Investors, 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 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 may employ and pay any Professional in the ordinary course of business without any further notice to, or action, order, or approval of, the Court, subject to the terms of the New DIP Orders. The payments contemplated by this section shall be included in

all final requests for payment of Claims of a Professional as contemplated by Section II.B.1 of the Plan.

61. 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, New LightSquared 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.

62. Term of Injunctions or Stays. Unless otherwise provided in this Order, in the Plan, or in 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 Court or the Canadian Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan, this 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, this Order, or the Confirmation Recognition Order shall remain in full force and effect in accordance with their terms.

63. Plan Supplement. All materials included in the Plan Supplement (as may be amended in accordance with the terms of the Plan or this Order) are integral to, part of, and incorporated by reference into the Plan. The Plan Supplement (as may be amended in accordance with the terms of the Plan or this Order) and all related documents are hereby approved, including, but not limited to: (a) executed commitment letters, engagement letters, highly confident letters, or form and/or definitive agreements, and related documents with respect to (i) the Working Capital Facility Credit Agreement, (ii) the Second Lien Exit Facility, (iii) the Reorganized LightSquared Inc. Credit Agreement, and (iv) the Effective Date

Investments; (b) the Reorganized Debtors Governance Documents; (c) the Schedule of Assumed Agreements; (d) the Schedule of Retained Causes of Action; (e) the JPM Inc. Facilities Claims Purchase Agreement; and (f) the New Investor Commitment Documents.

64. Entire Agreement. Except as otherwise indicated, the Plan and the Plan Supplement (which, for the avoidance of doubt, shall not include the New Inc. DIP Order, the Alternative Transaction Fee Order, or the KEIP Order) 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.

65. Headings. The headings contained within this Order are used for the convenience of the parties and shall not alter or affect the meaning of the text of this Order.

66. References to Plan Provisions. The failure specifically to include or to refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan be confirmed and any related documents be approved in their entirety.

67. Existing Board of Directors. The existing boards of directors and other governing bodies of LightSquared shall be deemed to have resigned on and as of the Effective Date, in each case, without further (a) notice to, or order of, the Court, (b) act or action under applicable law, regulation, order, or rule, or (c) vote, consent, authorization, or approval of any Person or Entity.

68. Non-Severability. This Order constitutes a judicial determination that each term and provision of the Plan, as it may have been altered or interpreted in accordance with Section XII.I of the Plan, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of LightSquared, the New Investors, and, to

the extent otherwise set forth herein or in the Plan Support Agreement, MAST, and (c) non-severable and mutually dependent. The provisions of the Plan shall not be severable unless such severance is agreed to by LightSquared (or, if after the Effective Date, by the Reorganized Debtors), the New Investors, and, to the extent otherwise set forth herein, in the Plan, or in the Plan Support Agreement, MAST, and such severance would constitute a permissible modification of the Plan pursuant to section 1127 of the Bankruptcy Code.

69. Final Order. This Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

70. Closing of Chapter 11 Cases. The Reorganized Debtors shall promptly, upon the full administration of the Chapter 11 Cases, file with the Court all documents required by the Bankruptcy Rules and any applicable orders of the Court to close the Chapter 11 Cases.

71. Binding Effect; Waiver of Bankruptcy Rules 3020(e), 6004(h), and 7062 and Federal Rule of Civil Procedure 62(a). The fourteen (14) day stay provided by Bankruptcy Rules 3020(e), 6004(h), and 7062 and Federal Rule of Civil Procedure 62(a) shall not apply to this Order. Immediately upon the entry of this Order: (a) the provisions of the Plan shall be binding upon (i) LightSquared, (ii) all Holders of Claims against, or Equity Interests in, LightSquared, whether or not Impaired under the Plan and whether or not, if Impaired, such Holders accepted the Plan, (iii) each Person acquiring property under the Plan, (iv) any other party in interest, (v) any Person making an appearance in the Chapter 11 Cases, and (vi) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians; and (b) LightSquared is authorized to consummate the Plan immediately upon entry of this Order.

72. Conflicts with This Order. The provisions of the Plan and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern, and any provision of this Order shall be deemed a modification of the Plan and shall control and take precedence. Subject to paragraph 47(a) of this Order, the provisions of this Order are integrated with each other and are non-severable and mutually dependent. To the extent of any inconsistency between this Order and either the New Inc. DIP Order, the Alternative Transaction Fee Order, or the KEIP Order that cannot be reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern.

Dated: March 27, 2015
New York, New York

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

Exhibit A

Modified Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code

**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

**MODIFIED SECOND AMENDED JOINT PLAN PURSUANT TO CHAPTER 11 OF
BANKRUPTCY CODE**

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Dated: New York, New York
March 26, 2015

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

Fortress, Centerbridge, Harbinger, and the Debtors, as the Plan Proponents, hereby respectfully propose the following joint chapter 11 plan for the resolution of outstanding claims against, and interests in, the Debtors pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101-1532. 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 may be altered, amended, modified, revoked, or withdrawn in accordance with, and subject in all respects to, the terms of the Plan Support Agreement and the Plan, or, in the case of the Debtors, the terms of the Plan only, prior to its substantial consummation.

Among other things, the Plan provides for the satisfaction in full of all Allowed Claims against the Debtors, provides for a recovery to Holders of Existing Inc. Preferred Stock and Existing LP Preferred Units and resolves certain significant issues between the LP Debtors' Estates and the Inc. Debtors' Estates. The Plan is the product of months of mediation and significant negotiations and efforts by the various key constituents in the Chapter 11 Cases, as well as the mediator appointed by the Bankruptcy Court, to broker as much consensus as possible and develop a restructuring plan that will achieve maximum returns for the Estates and stakeholders. Significantly, the Plan is a joint plan for both the Inc. Estates and the LP Estates, which, as numerous parties have consistently stated, is the best means to maximize value for the benefit of all Holders of Claims and Equity Interests and avoids potential litigation over numerous issues that would otherwise arise between the stakeholders of the Inc. Estates and the stakeholders of the LP Estates.

The New Investors, through the provision of new equity investments, new debtor in possession financing and the purchase of certain DIP Claims, are providing the Debtors with additional liquidity to fund the Debtors' operations through the Effective Date and to repay in full the Allowed DIP Inc. Claims and the Allowed DIP LP Claims. Additionally, as set forth herein, the Plan contemplates, among other things, (a) a first lien exit financing facility of \$1.25 billion, (b) the issuance of new debt and equity instruments, (c) the assumption of certain liabilities, and (d) the preservation of the Debtors' litigation claims.

Upon their emergence from bankruptcy, the Reorganized Debtors will have a sustainable capital structure and will be stronger and better positioned to avail themselves of significant upside value of the pending spectrum license modification applications. The Plan Proponents accordingly believe that the Plan is 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 equity holders.

ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ENTITLED TO VOTE ON THE PLAN 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 Section 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 DIP Inc. Claims”** means, collectively, the Fortress/Centerbridge Acquired DIP Inc. Claims and the JPM Acquired DIP Inc. Claims.

3. **“Acquired Inc. Facility Claims”** means the Allowed Prepetition Inc. Facility Non-Subordinated Claims (inclusive of principal, Inc. Facility Prepetition Interest, and Inc. Facility Postpetition Interest allocable to the Inc. Facility Non-Subordinated Claims accrued through the Inc. Facilities Claims Purchase Closing Date but exclusive of the Prepetition Inc. Facility Repayment Premium and the Prepetition Inc. Fee Claims) purchased for Cash in an amount equal to the Acquired Inc. Facility Claims Purchase Price by SIG from the Prepetition Inc. Facility Claims Sellers on the Inc. Facilities Claims Purchase Closing Date pursuant to, and subject to the terms and conditions of, the JPM Inc. Facilities Claims Purchase Agreement.

4. **“Acquired Inc. Facility Claims Purchase Price”** means an amount equal to the Allowed amount of the Prepetition Inc. Facility Non-Subordinated Claims inclusive of principal, Inc. Facility Prepetition Interest, and Inc. Facility Postpetition Interest allocable to the Prepetition Inc. Facility Non-Subordinated Claims accrued through the Inc. Facilities Claims Purchase Closing Date but exclusive of the Prepetition Inc. Facility Repayment Premium and the Prepetition Inc. Fee Claims, and which amount as of January 15, 2015 equals \$337,879,725.54 (which shall increase on a *per diem* basis through and including the Inc. Facilities Claims Purchase Closing Date to account for the Inc. Facility Postpetition Interest allocable to the Prepetition Inc. Facility Non-Subordinated Claims accrued from January 16, 2015 through the Inc. Facilities Claims Purchase Closing Date).

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 Prepetition Inc. Fee Claims; (h) the DIP Inc. Fee Claims; (i) all indemnification claims arising from the postpetition services of the directors serving on the special committee of the boards of directors for LightSquared Inc. and LightSquared GP Inc., as approved by the Bankruptcy Court pursuant to the *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* [Docket No. 897]; and (j) any fees and expenses that are earned and payable pursuant to the New DIP Facilities, the Working Capital Facility, the Plan, and the other Plan Documents, including the New Investor Fee Claims.

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 of the Bankruptcy Court, 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 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 such Debtor or Reorganized Debtor, 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 Transaction”** means any agreement, chapter 11 plan, sale, winding up, liquidation, reorganization, merger, or restructuring of the Debtors other than the Plan that pays in full in Cash (unless a particular Holder of Claims or Equity Interests is offered to be paid in full in Cash and agrees to different treatment in lieu of being paid in full in Cash) all Claims against, or Equity Interests in, the Debtors other than those set forth in Classes 13-16B; provided, however, that to the extent that such Alternative Transaction that pays in full in Cash all Claims against, or Equity Interests in, the Debtors (other than (i) those set forth in Classes 13-16B and (ii) in accordance with the foregoing parenthetical, with respect to those Holders of Claims or Equity Interests who have agreed to different treatment in lieu of being paid in full in Cash) is proposed, sponsored, funded, arranged, or otherwise supported by the Holder of a Claim or Equity Interest or such Holder’s equity owner or affiliate (including as to SPSO, any SPSO Affiliate), such Holder’s Claim or Equity Interest (as applicable) shall not be required to be paid (or be offered to be paid) in full in Cash.

10. **“Appeal”** means that certain cause of action captioned *Harbinger Capital Partners LLC, HGW US Holding Company LP, Blue Line DZM Corp., and Harbinger Capital Partners SP, Inc. v. SP Special Opportunities LLC, DISH Network Corporation, EchoStar Corporation, Charles W. Ergen, Sound Point Capital Management LP, and Stephen Ketchum*, No. 14-MC-00234 (S.D.N.Y. filed June 19, 2014).

11. **“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.

12. **“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.

13. **“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.

14. **“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.

15. **“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.

16. **“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.

17. “**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].

18. “**Business Day**” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

19. “**Canadian Court**” means the Ontario Superior Court of Justice (Commercial List) having jurisdiction over the CCAA Proceedings.

20. “**Canadian Proceeding**” 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.

21. “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

22. “**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. For purposes of clarity, Causes of Action 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.

23. “**CCAA Proceedings**” means 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.

24. “**Centerbridge**” means Centerbridge Partners, L.P. on behalf of certain of its affiliated funds.

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 or cases pending for that Debtor or group of Debtors 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.

27. “**Claim**” means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

28. “**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.

29. “**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.

30. “**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.

31. “**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].

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, and granting other related relief, in form and substance satisfactory to each of the New Investors, the Debtors, and MAST (solely with

respect to those provisions of the Confirmation Order that relate to MAST Terms) and reasonably satisfactory to MAST as to all other provisions of the Confirmation Order.

40. **"Confirmation Recognition Order"** means an order of the Canadian Court, which shall be in form and substance satisfactory to each of the New Investors, the Debtors, and MAST (solely with respect to those provisions of the Confirmation Recognition Order that relate to MAST Terms) and reasonably satisfactory to MAST as to all other provisions of the Confirmation Recognition Order, 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 Agents"** means the DIP Inc. Agent and the New DIP Agents.

47. **"DIP Claim"** means a DIP Inc. Claim, a DIP LP Claim, or a New DIP Claim.

48. **"DIP Facilities"** means the DIP Inc. Facility, the DIP LP Facility, and the New DIP Facilities.

49. **"DIP Inc. Agent"** means U.S. Bank National Association, as Arranger, Administrative Agent, and Collateral Agent under the DIP Inc. Credit Agreement.

50. **"DIP Inc. Borrower"** means One Dot Six Corp., as borrower under the DIP Inc. Credit Agreement.

51. **"DIP Inc. 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, default interest, commitment fees, and exit fees provided for thereunder.

52. **"DIP Inc. Claims Sellers"** means the Holders of JPM Acquired DIP Inc. Claims and the Fortress/Centerbridge Acquired DIP Inc. Claims immediately prior to the Inc. Facilities Claims Purchase Closing Date.

53. **"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.

54. **"DIP Inc. Facility"** means that certain debtor in possession credit facility provided in connection with the DIP Inc. Credit Agreement and DIP Inc. Order.

55. **"DIP Inc. Fee Claims"** means all Claims for the reasonable, actual documented fees and expenses of the DIP Inc. Lenders and the DIP Inc. Agent, including, but not limited to, the fees and expenses of financial advisors and counsel, in each case to the extent payable pursuant to the DIP Inc. Order.

56. **"DIP Inc. Guarantors"** means LightSquared Inc., One Dot Four Corp., and One Dot Six TVCC Corp., as guarantors under the DIP Inc. Credit Agreement.

57. **"DIP Inc. Lenders"** means the lenders party to the DIP Inc. Credit Agreement from time to time.

58. **"DIP Inc. Obligors"** means the DIP Inc. Borrower and the DIP Inc. Guarantors.

59. **"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).

60. **"DIP Lenders"** means the DIP Inc. Lenders, the DIP LP Lenders, and the New DIP Lenders.

61. **"DIP LP Borrower"** means LightSquared LP, as borrower under the DIP LP Facility.

62. **"DIP LP 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.

63. **"DIP LP Facility"** means that certain debtor in possession credit facility provided in connection with the DIP LP Order and related documents.

64. **"DIP LP Lenders"** means the lenders under the DIP LP Facility from time to time.

65. **"DIP LP Order"** means the *Final Order (A) Authorizing LP DIP Obligors To Obtain Seventh 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. 1927] (as amended, supplemented, or modified from time to time in accordance with the terms thereof).

66. **“Disbursing Agent”** means, for Plan Distributions made prior to the Effective Date, the Debtors or the DIP Inc. Agent, to the extent it makes or facilitates Plan Distributions, and, for Plan Distributions made on or after the Effective Date, the Reorganized Debtors, or the Entity or Entities designated by the Reorganized Debtors, as applicable, to make or facilitate Plan Distributions pursuant to the Plan on or after the Effective Date, including, without limitation, the Prepetition Inc. Agent or the Prepetition LP Agent to the extent they make or facilitate Plan Distributions.

67. **“Disclosure Statement”** means, collectively, (a) the Specific Disclosure Statement and (b) the General Disclosure Statement (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, in accordance with the terms of the Plan Support Agreement or, in the case of the Debtors, the terms of the Plan).

68. **“Disclosure Statement Order”** means the order or orders entered by the Bankruptcy Court in the Chapter 11 Cases, in form and substance satisfactory to each of the New Investors, MAST, and the Debtors, (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.

69. **“Disclosure Statement Recognition Order”** means the order or orders of the Canadian Court, which shall be in form and substance satisfactory to each of the New Investors, MAST, and the Debtors, recognizing the entry of the Disclosure Statement Order.

70. **“Disputed”** means, with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed.

71. **“Disputed Claims and Equity Interests Reserve”** means a reserve to be held by New LightSquared 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.

72. **“Distribution Record Date”** means: (a) for the DIP Inc. Claims, the Inc. Facilities Claims Purchase Closing Date; (b) for the DIP LP Claims, the New LP DIP Closing Date; (c) for the Acquired Inc. Facility Claims and the New DIP Claims, the Effective Date; and (d) for all other Claims and Equity Interests, the Voting Record Date.

73. **“Effective Date”** means the date selected by the New Investors (upon agreement of all of the New Investors) and the Debtors, 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 Section IX.B hereof have been satisfied or waived (in accordance with Section IX.C hereof).

74. **“Effective Date Investments”** means the cash investments to be provided by certain of the New Investors to New LightSquared in the aggregate principal amount of

\$89,500,175.01, of which Fortress shall contribute \$68,391,643.16 and Centerbridge shall contribute \$21,108,531.85.

75. **"Eligible Transferee"** means any Person that is not a Prohibited Transferee.

76. **"Entity"** has the meaning set forth in section 101(15) of the Bankruptcy Code.

77. **"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.

78. **"Estate"** means the bankruptcy estate of any Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

79. **"Exculpated Party"** means a Released Party.

80. **"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.

81. **"Existing Inc. Common Stock"** means the Equity Interests in LightSquared Inc. (other than the Existing Inc. Preferred Stock).

82. **"Existing Inc. Preferred Stock"** means the Existing Inc. Series A Preferred Stock and Existing Inc. Series B Preferred Stock.

83. **"Existing Inc. Series A Preferred Stock"** means the outstanding shares of Convertible Series A Preferred Stock issued by LightSquared Inc.

84. **"Existing Inc. Series B Preferred Stock"** means the outstanding shares of Convertible Series B Preferred Stock issued by LightSquared Inc.

85. **"Existing LP Common Units"** means the outstanding common units issued by LightSquared LP.

86. **"Existing LP Preferred Units"** means the outstanding non-voting Series A Preferred Units issued by LightSquared LP.

87. **“Existing LP Preferred Units Distribution Amount”** means the outstanding liquidation preference of the Existing LP Preferred Units as of the Effective Date (excluding any prepayment or redemption premium).

88. **“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.

89. **“Exit Intercreditor Agreement”** means that certain Intercreditor Agreement, dated on or before the Effective Date, between the Working Capital Lenders, the Second Lien Exit Term Lenders, the agents under the Working Capital Facility and the Second Lien Exit Facility, and the other relevant Entities governing, among other things, the respective rights, remedies, and priorities of claims and security interests held by the Working Capital Lenders, the Second Lien Exit Term Lenders, the agents and the other relevant Entities under the Working Capital Facility and the Second Lien Exit Facility, under the Working Capital Facility Credit Agreement and the Second Lien Exit Credit Agreement.

90. **“Expense Reimbursement”** means the (i) “Inc. Expense Reimbursement,” but solely to the extent such Inc. Expense Reimbursement has not yet been paid or is not subject to payment in connection with a prior order of the Bankruptcy Court, and (ii) “LP Expense Reimbursement,” in each case, as such term is used in the Bid Procedures Order.

91. **“FCC”** means the Federal Communications Commission.

92. **“FCC Action”** means that certain cause of action captioned *Harbinger Capital Partners, LLC, et al. v. United States of America*, Civil Action No. 14-cv-00597 (Fed. Cl. 2014).

93. **“FCC Objectives”** means that: (a) the Debtors shall have FCC authority to (i) provide terrestrial communications in the United States on 20 MHz of uplink spectrum comprised of 10 MHz nominally between 1627-1637 MHz and 10 MHz nominally between 1646-1656 MHz, and 10 MHz of downlink spectrum comprised of 5 MHz at 1670-1675 MHz (under the One Dot Six Lease) and 5 MHz at 1675-1680 MHz, (ii) operate in those band segments at transmit power levels commensurate with existing terrestrially-based 4th generation LTE wireless communications networks, and (iii) provide terrestrial signal coverage of (A) 290 million total POPs calculated on a weighted-average basis over the nominal 1627-1637 MHz and 1646-1656 MHz bands and (B) 265 million total POPs calculated on a weighted-average basis over the 1670-1680 MHz band; (b) any build out conditions that may be imposed by the FCC on the Debtors shall be no more onerous than those in effect for DISH Network Corporation’s AWS-4 spectrum as of December 2012; and (c) any specific restrictions that may be imposed by the FCC on the Debtors regarding their possible sale to future buyers must not preclude a sale to AT&T Inc., Verizon Communications Inc., T-Mobile USA, Inc., or Sprint Corporation.

94. **“Federal Judgment Rate”** means the federal judgment rate in effect as of the Petition Date.

95. **"File," "Filed," or "Filing"** means file, filed, or filing with (i) the Bankruptcy Court or its authorized designee in the Chapter 11 Cases or (ii) the Canadian Court, as applicable.

96. **"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 or leave to appeal has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal 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 or leave to appeal 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 New Investors (upon the consent of each New Investor and the Debtors) reserve the right to waive any appeal period.

97. **"First Day Pleadings"** means those certain pleadings Filed by the Debtors on or around the Petition Date.

98. **"Fortress"** means Fortress Credit Opportunities Advisors LLC, on behalf of certain funds and/or accounts managed by it and its affiliates.

99. **"Fortress/Centerbridge Acquired DIP Inc. Claims"** means DIP Inc. Claims purchased for Cash by Fortress and Centerbridge from the DIP Inc. Claims Sellers on the Inc. Facilities Claims Purchase Closing Date pursuant to, and subject to the terms and conditions of, the Fortress/Centerbridge DIP Inc. Claims Purchase Agreement.

100. **"Fortress/Centerbridge DIP Inc. Claims Purchase Agreement"** means that certain purchase agreement to be entered into between Fortress, Centerbridge, and the DIP Inc. Claims Sellers on terms mutually acceptable to the parties thereto, pursuant to which Fortress and Centerbridge shall agree to backstop the purchase from the DIP Inc. Claims Sellers of up to \$89,500,175.01 of DIP Inc. Claims.

101. **"General Disclosure Statement"** means the *First Amended General Disclosure Statement* [Docket No. 918].

102. **"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 Non-SPSO Guaranty Claim; (j) Prepetition LP Facility SPSO Guaranty Claim; or (i) Intercompany Claim.

103. **"Governmental Unit"** has the meaning set forth in section 101(27) of the Bankruptcy Code.

104. “**GPS Action**” means that certain cause of action captioned *Harbinger Capital Partners LLC v. Deere & Co.*, Case No. 13-cv-5543 (RMB) (S.D.N.Y. 2013).

105. “**Harbinger**” means Harbinger Capital Partners LLC on behalf of itself and each of its and its affiliates’ managed funds and/or accounts that hold Claims and/or Equity Interests.

106. “**Harbinger Litigations**” means, collectively, the Appeal, the FCC Action, the GPS Action, the RICO Action, and any and all of Harbinger’s rights to commence any New Action.

107. “**Holder**” means the Entity holding the beneficial interest in a Claim or Equity Interest.

108. “**Impaired**” means, with respect to a Class of Claims or Equity Interests, a Class of Claims or Equity Interests that is not Unimpaired.

109. “**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.

110. “**Inc. Facilities Claims Purchase Closing Date**” means the date upon which (a) all conditions precedent to the consummation of the JPM Inc. Facilities Claims Purchase Agreement have been waived or satisfied in accordance with the terms thereof, (b) the JPM Inc. Facilities Claims Purchase Agreement is consummated, and (c) the Allowed DIP Inc. Claims that are not JPM Acquired DIP Inc. Claims are paid in full in Cash from the proceeds of the Third Party New Inc. DIP Facility and/or pursuant to the New Investor Commitment Documents, as applicable. Subject to the terms of the JPM Inc. Facilities Claims Purchase Agreement, such date shall be no later than one (1) Business Day following the fourteenth (14th) day after entry of the Confirmation Order, provided that there is no stay of the Confirmation Order in effect at such time.

111. “**Inc. Facility Postpetition Interest**” means all interest and/or default interest (calculated as is set forth in paragraphs E(ii) and 16(b) of the DIP Inc. Order) owed pursuant to the Prepetition Inc. Loan Documents from and after the Petition Date.

112. “**Inc. Facility Prepetition Interest**” means all interest and/or default interest owed pursuant to the Prepetition Inc. Loan Documents prior to the Petition Date.

113. “**Inc. General Unsecured Claim**” means any General Unsecured Claim asserted against an Inc. Debtor.

114. “**Inc. Other Priority Claim**” means any Other Priority Claim asserted against an Inc. Debtor.

115. “**Inc. Other Secured Claim**” means any Other Secured Claim asserted against an Inc. Debtor.

116. “**Industry Canada**” means the Canadian Federal Department of Industry, or any successor or any department or agency thereof, administering the Radiocommunication Act, R.S.C., 1985, c. R-2, among other statutes, including its staff acting under delegated authority, and includes the Minister of Industry (Canada) and the Commissioner of Competition (Canada).

117. “**Intercompany Claim**” means any Claim against a Debtor held by another Debtor or a non-Debtor Affiliate.

118. “**Intercompany Contract**” means any agreement, contract, or lease, all parties to which are Debtors.

119. “**Intercompany Interest**” means any Equity Interest in a Debtor held by another Debtor, including the Existing LP Common Units.

120. “**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.

121. “**JPM Acquired DIP Inc. Claims**” means DIP Inc. Claims in the amount of \$41,000,000 purchased for Cash by SIG from the DIP Inc. Claims Sellers on the Inc. Facilities Claims Purchase Closing Date pursuant to, and subject to the terms and conditions of, the JPM Inc. Facilities Claims Purchase Agreement.

122. “**JPM Inc. Facilities Claims Purchase Agreement**” means that certain purchase agreement to be entered into between SIG, the DIP Inc. Claims Sellers, and the Prepetition Inc. Facility Claims Sellers on terms mutually acceptable to the parties thereto, pursuant to which SIG shall purchase (a) from the Prepetition Inc. Facility Claims Sellers the Acquired Inc. Facility Claims in exchange for the Acquired Inc. Facility Claims Purchase Price and (b) from the DIP Inc. Claims Sellers the JPM Acquired DIP Inc. Claims in exchange for \$41,000,000.

123. “**JPM Investment Parties**” means SIG, together with any affiliates (but, with respect to such affiliates, solely with respect to the Credit Trading Group and the Credit Trading Group’s position in any Claims and/or Equity Interests held through such affiliates, and subject to the terms of the Plan Support Agreement) of SIG that become party to the Plan Support Agreement after the date such Plan Support Agreement becomes effective.

124. “**Judicial Code**” means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

125. “**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.

126. “**LBAC Break-Up Fee**” has the meaning set forth in the Bid Procedures Order.

127. **“License Modification Application”** means, collectively, those certain applications filed by certain of the Debtors with the FCC on or about September 28, 2012, seeking to modify various of their spectrum licenses to (a) authorize their use of the 1675 – 1680 MHz spectrum band on a shared basis with certain government users, including the National Oceanic and Atmospheric Administration, (b) permit them to conduct terrestrial operations “pairing” the 1670-1680 MHz downlink band with two (2) 10 MHz L-band uplink channels in which they currently are authorized to operate, and (c) permanently relinquish their right to use the upper 10 MHz of L-band downlink spectrum for terrestrial purposes (that portion of the spectrum closest to the band designated for Global Positioning System devices).

128. **“Lien”** has the meaning set forth in section 101(37) of the Bankruptcy Code.

129. **“LP Cash Collateral Order”** means the *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] (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

130. **“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.

131. **“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).

132. **“LP Facility Prepetition Interest”** means all interest owed pursuant to the Prepetition LP Loan Documents prior to the Petition Date.

133. **“LP Facility Repayment Premium”** means the repayment premium due and owing pursuant to Section 2.10(f) of the Prepetition LP Credit Agreement.

134. **“LP General Unsecured Claim”** means any General Unsecured Claim asserted against an LP Debtor.

135. **“LP 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.

136. **“LP Group Advisors”** means White & Case LLP, as counsel to the LP Group, Bennett Jones LLP, as Canadian counsel to the LP Group, and Blackstone Advisory Partners L.P., as financial advisor to the LP Group.

137. **"LP Group Fee Claims"** means all Claims for the reasonable, documented fees and expenses of the LP Group Advisors.

138. **"LP Other Priority Claim"** means any Other Priority Claim asserted against an LP Debtor.

139. **"LP Other Secured Claim"** means any Other Secured Claim asserted against an LP Debtor.

140. **"Management Incentive Plan"** means a post-Effective Date equity incentive plan approved by the New LightSquared Board subject to the terms of the New LightSquared Interest Holders Agreement and approved by each of the New Investors, which shall provide for the issuance of equity and/or equity based awards of New LightSquared (which may include but are not limited to New LightSquared Common Interests), to certain officers and employees of the Reorganized Debtors (subject to the terms and conditions of such plan).

141. **"MAST"** means MAST Capital Management, LLC and its managed funds and accounts that are DIP Inc. Lenders and Holders of Prepetition Inc. Facility Non-Subordinated Claims.

142. **"MAST Terms"** has the meaning set forth in the Plan Support Agreement.

143. **"Material Regulatory Request"** means any of the following: (a) the License Modification Application; (b) the Spectrum Allocation Petition for Rulemaking; and (c) the pending petition for rulemaking in RM-11683.

144. **"New Action"** means any unasserted claim or Cause of Action arising out of, relating to, or in connection with, in any manner, the Chapter 11 Cases, the Debtors or the Debtors' businesses, or any obligations or securities of, or interests in, the Debtors for things occurring through and including the date of termination of the Plan Support Agreement.

145. **"New DIP Agents"** means the New Inc. DIP Agent and the New LP DIP Agent.

146. **"New DIP Claim"** means a New Inc. DIP Claim or a New LP DIP Claim.

147. **"New DIP Closing Dates"** means the New Inc. DIP Closing Date and the New LP DIP Closing Date.

148. **"New DIP Credit Agreements"** means the New Inc. DIP Credit Agreement and the New LP DIP Credit Agreement.

149. **"New DIP Facilities"** means the New Inc. DIP Facility and the New LP DIP Facility.

150. **"New DIP Lenders"** means the New Inc. DIP Lenders and the New LP DIP Lenders.

151. **“New DIP Orders”** means orders of the Bankruptcy Court, in forms and substance satisfactory to each of the New Investors, MAST (solely with respect to any provision in the New DIP Orders relating to MAST Terms), and the Debtors, approving the New DIP Facilities (as may be amended, supplemented, or modified from time to time in accordance with the terms thereof), or amending, supplementing or otherwise modifying the DIP LP Order.

152. **“New DIP Recognition Order”** means an order of the Canadian Court, which shall be in form and substance satisfactory to each of the New Investors, MAST (solely with respect to any provision in the New DIP Recognition Order relating to MAST Terms), and the Debtors, recognizing the entry of the New DIP Orders to the extent necessary.

153. **“New Inc. DIP Agent”** means the administrative agent under the New Inc. DIP Credit Agreement or any successor agent appointed in accordance with the New Inc. DIP Credit Agreement.

154. **“New Inc. DIP Claim”** means a Claim held by the New Inc. DIP Agent or New Inc. DIP Lenders arising under, or related to, New Inc. DIP Loans, including, without limitation, all outstanding principal, interest, default interest, and fees provided for thereunder.

155. **“New Inc. DIP Closing Date”** means the date upon which the New Inc. DIP Credit Agreement shall have been executed by all of the 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 the obligations pursuant to the New Inc. DIP Facility shall have occurred.

156. **“New Inc. DIP Credit Agreement”** means that certain senior secured, priming, superpriority debtor-in-possession credit agreement with respect to the New Inc. DIP Facility to be entered into among the New Inc. DIP Obligors and the New Inc. DIP Lenders, in form and substance satisfactory to each of the New Investors and the Debtors.

157. **“New Inc. DIP Facility”** means, as applicable, either the New Investor New Inc. DIP Facility or the Third Party New Inc. DIP Facility.

158. **“New Inc. DIP Lenders”** means the lenders party to the New Inc. DIP Credit Agreement from time to time.

159. **“New Inc. DIP Loans”** means the loans to be made, or deemed made, under the New Inc. DIP Facility.

160. **“New Inc. DIP Obligors”** means LightSquared Inc., as borrower, and certain of the other Inc. Debtors, as guarantors, under the New Inc. DIP Credit Agreement.

161. **“New Investor Break-Up Fee”** means a break-up fee of \$200,000,000, which shall be payable on the following basis: (a) 47.65% to Fortress; (b) 37.65% to SIG; and (c) 14.71% to Centerbridge, allowed and irrevocably payable in Cash only (i) upon the closing of an Alternative Transaction as per the New Investor Break-Up Fee Order, which order may be the Confirmation Order, and (ii) if (A) the Plan has not been withdrawn, (B) the Bankruptcy Court

has not denied Confirmation of the Plan, and (C) as of the Inc. Facilities Claims Purchase Closing Date, the Plan Support Agreement, the JPM Inc. Facilities Claims Purchase Agreement, and the New Investor Commitment Documents are in full force and effect, in each case, as to the New Investors.

162. **“New Investor Break-Up Fee Order”** means an order of the Bankruptcy Court approving the New Investor Break-Up Fee in form and substance satisfactory to each of the New Investors and the Debtors.

163. **“New Investor Commitment Documents”** means (a) the Fortress/Centerbridge DIP Inc. Claims Purchase Agreement and (b) the New Investor New Inc. DIP Commitment Letter.

164. **“New Investor Fee Claims”** means all Claims for the reasonable, actual documented fees and expenses of the advisors to the New Investors in an aggregate amount not to exceed \$15,000,000, to be shared as agreed to by each of the New Investors.

165. **“New Investor New Inc. DIP Commitment Letter”** means the commitment letter from the New Investors or certain of their affiliates, dated as of January 15, 2015, as amended by that certain Amendment to Debtor-in-Possession Facility Commitment Letter, dated February 9, 2015 (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof), pursuant to which the New Investors or their affiliates commit to provide, among other things, New Inc. DIP Loans of up to \$210,811,224.48, comprised of the conversion of the Acquired DIP Inc. Claims into New DIP Loans in the amount of not less than \$130,500,175.01 and new money loans of up to \$80,311,049.47.

166. **“New Investor New Inc. DIP Facility”** means that certain debtor-in-possession credit facility provided by the New Investors in connection with the New Inc. DIP Credit Agreement and New DIP Orders on substantially the terms set forth in the New Investor New Inc. DIP Commitment Letter in an aggregate principal amount not less than the aggregate principal amount set forth in the New Investor New Inc. DIP Commitment Letter (after giving effect to the conversion of the Acquired DIP Inc. Claims into New Inc. DIP Loans).

167. **“New Investors”** means Fortress, SIG, Centerbridge, and Harbinger.

168. **“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.

169. **“New LightSquared Board”** means the board of directors, board of managers, or equivalent governing body of New LightSquared, as initially comprised as set forth in the Plan and as comprised thereafter in accordance with the terms of the applicable Reorganized Debtors Governance Documents.

170. **“New LightSquared Common Interests”** means those certain limited liability company common interests to be issued by New LightSquared in connection with, and subject to, the Plan, the Confirmation Order, and the New LightSquared Interest Holders Agreement.

171. “**New LightSquared Entities Shares**” means, collectively, the New LightSquared Interests, the Reorganized LightSquared Inc. Common Shares, and the Reinstated Intercompany Interests.

172. “**New LightSquared Interest Holders Agreement**” means that certain limited liability company operating agreement of New LightSquared with respect to the New LightSquared Interests, to be effective on the Effective Date and binding on all holders of the New LightSquared Interests.

173. “**New LightSquared Interests**” means, collectively, the New LightSquared Common Interests, and the New LightSquared Preferred Interests.

174. “**New LightSquared Obligors**” means New LightSquared and its subsidiaries.

175. “**New LightSquared Preferred Interests**” means, collectively, the New LightSquared Series A Preferred Interests, New LightSquared Series B Preferred Interests, and New LightSquared Series C Preferred Interests.

176. “**New LightSquared Series A Preferred Interests**” means, collectively, the New LightSquared Series A-1 Preferred Interests and the New LightSquared Series A-2 Preferred Interests.

177. “**New LightSquared Series A-1 Preferred Interests**” means those certain series A-1 preferred payable-in-kind interests having an original liquidation preference equal to the New LightSquared Series A-1 Preferred Interests Original Liquidation Preference, issued by New LightSquared in connection with, and subject to, the Plan, the Confirmation Order, and the New LightSquared Interest Holders Agreement.

178. “**New LightSquared Series A-1 Preferred Interests Original Liquidation Preference**” means a liquidation preference of (subject to any modification pursuant to the proviso of Section IV.B.2(d)(iv)) not less than the sum of (a) the Allowed amount of the Acquired Inc. Facility Claims and the Prepetition Inc. Facility Subordinated Claims, in each case as of the Effective Date, plus (b) \$122,000,000.

179. “**New LightSquared Series A-2 Preferred Interests**” means those certain series A-2 preferred payable-in-kind interests having an original liquidation preference equal to the New LightSquared Series A-2 Preferred Interests Original Liquidation Preference, issued by New LightSquared in connection with, and subject to, the Plan, the Confirmation Order, and the New LightSquared Interest Holders Agreement.

180. “**New LightSquared Series A-2 Preferred Interests Original Liquidation Preference**” means a liquidation preference of (subject to any modification pursuant to the proviso of Section IV.B.2(d)(iv)) not less than the amount of the Existing LP Preferred Units Distribution Amount attributable to those Holders of Existing LP Preferred Units who elect to receive New LightSquared Series A-2 Preferred Interests under the Plan.

181. **“New LightSquared Series B Preferred Interests”** means those certain series B preferred payable-in-kind interests having an original liquidation preference of not less than \$130,500,175.01, issued by New LightSquared in connection with, and subject to, the Plan, the Confirmation Order, and the New LightSquared Interest Holders Agreement.

182. **“New LightSquared Series C Preferred Interests”** means those certain series C preferred payable-in-kind interests having an original liquidation preference equal to the New LightSquared Series C Preferred Interests Original Liquidation Preference, issued by New LightSquared in connection with, and subject to, the Plan, the Confirmation Order, and the New LightSquared Interest Holders Agreement.

183. **“New LightSquared Series C Preferred Interests Original Liquidation Preference”** means a liquidation preference of (subject to any modification pursuant to the proviso of Section IV.B.2(d)(iv)) not less than (a) the amount of the Existing LP Preferred Units Distribution Amount attributable to those Holders of Existing LP Preferred Units who elect to receive New LightSquared Series C Preferred Interests under the Plan, plus (b) the outstanding liquidation preference of the Existing Inc. Preferred Stock held by the Other Existing Inc. Preferred Equity Holders as of the Effective Date (excluding any prepayment or redemption premium), plus (c) \$73,000,000.

184. **“New LP DIP Agent”** means the administrative agent under the New LP DIP Credit Agreement or any successor agent appointed in accordance with the New LP DIP Credit Agreement.

185. **“New LP DIP Claim”** means a Claim held by the New LP DIP Agent or New LP DIP Lenders arising under, or related to, New LP DIP Loans, including, without limitation, all outstanding principal, interest, default interest, and fees provided for thereunder.

186. **“New LP DIP Closing Date”** means the date upon which the New LP DIP Credit Agreement shall have been executed by all of the 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 the obligations pursuant to the New LP DIP Facility shall have occurred.

187. **“New LP DIP Credit Agreement”** means that certain senior secured, priming, superpriority debtor-in-possession credit agreement with respect to the New LP DIP Facility to be entered into among the New LP DIP Obligors and the New LP DIP Lenders, in form and substance satisfactory to each of the New Investors and the Debtors.

188. **“New LP DIP Facility”** means that certain debtor-in-possession credit facility provided in connection with the New LP DIP Credit Agreement and New DIP Orders.

189. **“New LP DIP Lenders”** means the lenders party to the New LP DIP Credit Agreement from time to time.

190. **“New LP DIP Loans”** means the loans to be made under the New LP DIP Facility.

191. “**New LP DIP Obligors**” means LightSquared LP, as borrower, and the other LP Debtors, as guarantors, under the New LP DIP Credit Agreement.

192. “**NOAA Spectrum**” means that 5 MHz of spectrum between 1675-1680 MHz in the United States, currently used on a primary basis by the National Oceanic and Atmospheric Administration.

193. “**One Dot Six Lease**” has the meaning set forth in the Disclosure Statement.

194. “**Other Existing Inc. Preferred Equity Holder**” means each Holder of Existing Inc. Preferred Stock other than SIG.

195. “**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.

196. “**Other Secured Claim**” means any Secured Claim that is not a DIP Claim or Prepetition Facility Claim.

197. “**Person**” has the meaning set forth in section 101(41) of the Bankruptcy Code.

198. “**Petition Date**” means May 14, 2012.

199. “**Plan**” means this *Modified Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* (as amended, supplemented, or modified from time to time in accordance with the terms hereof), including, without limitation, the Plan Supplement, which is incorporated herein by reference.

200. “**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. Unless otherwise expressly specified herein, any Plan Consideration in the form of Cash shall be paid from proceeds of the Working Capital Facility, the Second Lien Exit Facility, and the Debtors’ Cash on hand.

201. “**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.

202. “**Plan Documents**” means the documents other than the Plan, to be executed, delivered, assumed, or performed in conjunction with the Consummation of the Plan on the Effective Date, including, without limitation, any documents included in the Plan Supplement, in each case, in forms and substance satisfactory to each of the New Investors and the Debtors.

203. “**Plan Proponents**” means Fortress, Centerbridge, Harbinger, and the Debtors.

204. “**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, (x) in form and substance satisfactory to each of the New Investors and the Debtors and (y) with respect to documents (f) and (g) below, in form and substance satisfactory to MAST in all respects, and with respect to all other documents, in form and substance satisfactory to MAST solely with respect to the MAST Terms (except as otherwise provided by the Plan or Plan Support Agreement)) to be Filed no later than the Plan Supplement Date or such other date as may be approved by the Bankruptcy Court, including: (a) executed commitment letters, engagement letters, highly confident letters, or form and/or definitive agreements, and related documents with respect to (i) the Working Capital Facility Credit Agreement, (ii) the Second Lien Exit Facility, (iii) the Reorganized LightSquared Inc. Credit Agreement, and (iv) the Effective Date Investments; (b) the Reorganized Debtors Corporate Governance Documents; (c) the terms of a transition plan for the Debtors as may be agreed to among the Debtors and each of the New Investors; (d) the Schedule of Assumed Agreements; (e) the Schedule of Retained Causes of Action; (f) the JPM Inc. Facilities Claims Purchase Agreement; and (g) the New Investor Commitment Documents.

205. **“Plan Supplement Date”** means (a) January 30, 2015 or (b) such other date agreed to by each of the New Investors and the Debtors or established by the Bankruptcy Court; provided, that such date shall not be later than five (5) days prior to the Confirmation Hearing Date; provided, further, that the Plan Proponents reserve the right to File amended Plan Documents at any time prior to the conclusion of the Confirmation Hearing.

206. **“Plan Support Agreement”** means that certain Amended and Restated Plan Support Agreement, dated as of January 15, 2015, by and among Fortress, Centerbridge, Harbinger, the JPM Investment Parties, MAST, and the Prepetition Inc. Agent, as may be amended, supplemented, or modified from time to time in accordance with the terms thereof, which agreement is attached hereto as Exhibit A.

207. **“Plan Support Parties”** means collectively, the Plan Proponents, the JPM Investment Parties, MAST, the Prepetition Inc. Agent and any subsequent person or entity that becomes a party to the Plan Support Agreement.

208. **“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 are consistent with the terms of the Plan that the New Investors, the Debtors, Reorganized LightSquared Inc. or New LightSquared, as applicable, determine are necessary or appropriate.

209. **“Prepetition Facilities”** means the Prepetition Inc. Facility and the Prepetition LP Facility.

210. **“Prepetition Facility Claim”** means a Prepetition Inc. Facility Claim or a Prepetition LP Facility Claim.

211. **“Prepetition Inc. Agent”** means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch under the Prepetition Inc. Credit Agreement.

212. **“Prepetition Inc. Borrower”** means LightSquared Inc., as borrower under the Prepetition Inc. Credit Agreement.

213. **“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. Obligor, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders.

214. **“Prepetition Inc. Facility”** means that certain \$278,750,000 term loan credit facility provided in connection with the Prepetition Inc. Credit Agreement.

215. **“Prepetition Inc. Facility Claim”** means, collectively, any Prepetition Inc. Facility Non-Subordinated Claim and Prepetition Inc. Facility Subordinated Claim.

216. **“Prepetition Inc. Facility Claims Sellers”** means the Holders of Prepetition Inc. Facility Non-Subordinated Claims immediately prior to the Inc. Facilities Claims Purchase Closing Date.

217. **“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.

218. **“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.

219. **“Prepetition Inc. Facility Repayment Premium”** means any repayment or prepayment premium owed pursuant to the Prepetition Inc. Loan Documents.

220. **“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.

221. **“Prepetition Inc. Fee Claims”** means all Claims for the reasonable, actual documented fees and expenses of the Holders of Inc. Facility Non-Subordinated Claims and the Prepetition Inc. Agent, including, but not limited to, the fees and expenses of financial advisors and counsel.

222. **“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.

223. **“Prepetition Inc. Lenders”** means the lenders party to the Prepetition Inc. Credit Agreement from time to time.

224. **“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).

225. **“Prepetition Inc. Obligors”** means the Prepetition Inc. Borrower and the Prepetition Inc. Guarantors.

226. **“Prepetition Loan Documents”** means the Prepetition Inc. Loan Documents and the Prepetition LP Loan Documents.

227. **“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.

228. **“Prepetition LP Borrower”** means LightSquared LP, as borrower, under the Prepetition LP Credit Agreement.

229. **“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.

230. **“Prepetition LP Facility”** means that certain \$1,500,000,000 term loan credit facility provided in connection with the Prepetition LP Credit Agreement.

231. **“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.

232. **“Prepetition LP Facility Non-SPSO Claim”** means a Prepetition LP Facility Claim that is not a Prepetition LP Facility SPSO Claim.

233. **“Prepetition LP Facility Non-SPSO Guaranty Claim”** means a Prepetition LP Facility Non-SPSO Claim against any of the Inc. Debtors.

234. **“Prepetition LP Facility SPSO Claim”** means a Prepetition LP Facility Claim held by SPSO, its affiliates, or each of their successors or assigns.

235. **“Prepetition LP Facility SPSO Guaranty Claim”** means a Prepetition LP Facility SPSO Claim against any of the Inc. Debtors.

236. **“Prepetition LP Fee Claims”** means all Claims for the reasonable, actual documented fees and expenses, if any, of the Holders of Prepetition LP Facility Claims, including, but not limited to, the fees and expenses of financial advisors and counsel, to the extent Allowed by Final Order of the Bankruptcy Court under section 506(b) of the Bankruptcy Code.

237. **“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.

238. **“Prepetition LP Lenders”** means the lenders party to the Prepetition LP Credit Agreement from time to time.

239. **“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).

240. **“Prepetition LP Obligors”** means the Prepetition LP Borrower and the Prepetition LP Guarantors.

241. **“Priority Tax Claim”** means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

242. **“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).

243. **“Professional Fee Escrow Account”** means an interest-bearing account in an amount equal to the Professional Fee Reserve Amount funded and maintained by New LightSquared on and after the Effective Date for the purpose of paying all Allowed and unpaid Accrued Professional Compensation Claims.

244. **“Professional Fee Reserve”** means Cash in an amount equal to the Professional Fee Reserve Amount to be held in reserve by New LightSquared in the Professional Fee Escrow Account.

245. **“Professional Fee Reserve Amount”** means the aggregate Accrued Professional Compensation Claims through the Effective Date as estimated in accordance with Section II.B.3 hereof.

246. **“Prohibited Transferee”** means SPSO, any SPSO Affiliate, and any other Entity that may be a competitor of one or more of the Debtors and is identified by the New Investors (upon agreement of all of the New Investors) or the Debtors (with the consent of each of the New Investors) in the Plan Supplement as a Prohibited Transferee and such Entity’s successors or any other Entity directly or indirectly controlling, controlled by, or under common control with, any such Entity or its successors; provided, that, for the purposes of this definition, **“control”** (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Entity, whether through the ownership of voting securities, by agreement or otherwise; provided, further, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) as used with respect to any Entity shall also include (a) any Entity that directly or indirectly owns, or in which such Entity directly or indirectly owns more than ten percent (10%) of any class of capital stock or other equity interest of such Entity, (b) in the case of a corporation, any officer or director of such corporation, (c) in the case of a partnership, any general partner of such partnership, (d) in the case of a trust, any trustee or beneficiary of such trust, (e) any spouse, parent, sibling, or child or lineal descendant of any individual described in clauses (a) through (d) above, and (f) any trust for the benefit of any individual described in clauses (a) through (e) above.

247. **“Proof of Claim”** means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

248. **“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 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.

249. **“Reinstated Intercompany Interests”** means the Intercompany Interests that are Reinstated under, and pursuant to, the Plan.

250. **“Released Party”** means each of the following: (a) the Debtors; (b) the Reorganized Debtors; (c) each New Investor; (d) each Plan Support Party; (e) each DIP Agent, (f) each DIP Lender (other than any SPSO Party), and each arranger and book runner of the DIP Facilities; (g) MAST; (h) the Prepetition Inc. Agent; (i) the Second Lien Exit Agent, the agent under the Working Capital Facility, and each arranger and book runner of the Second Lien Exit Facility and the Working Capital Facility; (j) the holder of Reorganized LightSquared Inc. Exit Facility and each agent, arranger, and book runner of the Reorganized LightSquared Inc. Exit Facility; (k) each Holder of an Allowed Prepetition Facility Claim that votes to accept, or is deemed to accept, the Plan (in each case, other than any SPSO Party); (l) the Prepetition LP Agent; (m) the LP Group, (n) each Holder of Allowed Existing Inc. Preferred Stock that votes to accept, or is deemed to accept, the Plan; (o) each Holder of Allowed Existing LP Preferred Units that votes to accept, or is deemed to accept, the Plan; (p) the JPM Investment Parties; and (q) 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). Notwithstanding anything contained in the Plan, the Confirmation Order, or any Plan Document, in no instance shall any SPSO Party be, or be deemed to be, a Released Party.

251. **“Releasing Party”** has the meaning set forth in Section VIII.F hereof.

252. **“Reorganized Debtors”** means, collectively, New LightSquared and each of the Debtors other than LightSquared LP, as reorganized under, and pursuant to, the Plan, on or after the Effective Date.

253. **“Reorganized Debtors Boards”** means, collectively, the Board and the boards of directors or similar governing bodies of each of the Reorganized Debtors other than New LightSquared.

254. **“Reorganized Debtors Governance Documents”** means, as applicable, the certificates of incorporation, certificates of formation, bylaws, operating agreements, shareholders agreements, and any other applicable organizational or operational documents with respect to the Reorganized Debtors, including the New LightSquared Interest Holders Agreement.

255. **“Reorganized Inc. Entity”** means Reorganized LightSquared Inc. or any of its wholly owned direct or indirect subsidiaries after the Effective Date. Neither New LightSquared nor any of its subsidiaries shall be deemed a Reorganized Inc. Entity for purposes hereunder.

256. **“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.

257. **“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.

258. **“Reorganized LightSquared Inc. Credit Agreement”** means that certain credit agreement with respect to the Reorganized LightSquared Inc. Exit Facility, to be entered into on the Effective Date among Reorganized LightSquared Inc. and SIG.

259. **“Reorganized LightSquared Inc. Exit Facility”** means a term loan facility in the aggregate principal amount equal to the amount of the Acquired Inc. Facility Claims as of the Effective Date and \$41 million of the JPM Acquired DIP Inc. Claims as of the Effective Date, which shall be secured by liens on substantially all of the assets of Reorganized LightSquared Inc.

260. **“Retained Causes of Action”** means the Causes of Action of the Debtors listed on the Schedule of Retained Causes of Action.

261. **“Retained Causes of Action Proceeds”** means all proceeds, damages, or other relief obtained or realized from the pursuit and prosecution of any and all Retained Causes of Action.

262. **“RICO Action”** means that certain cause of action 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. July 8, 2014).

263. **“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 New Investor and the Debtors).

264. **“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 New Investor and the Debtors).

265. **“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).

266. **“Second Lien Exit Agent”** means the arranger and administrative agent under the Second Lien Exit Credit Agreement or any successor agent appointed in accordance with the Second Lien Exit Credit Agreement.

267. **“Second Lien Exit Credit Agreement”** means that certain credit agreement, dated as of the Effective Date (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the New LightSquared Obligor, the Second Lien Exit Agent, and the Second Lien Exit Term Lenders, in form and substance satisfactory to each of the New Investors and the Debtors.

268. **“Second Lien Exit Facility”** means that certain second lien term loan facility provided in connection with the Second Lien Exit Credit Agreement in the original aggregate principal amount of (a) the Prepetition LP Facility Claims as of the Effective Date, plus (b) any commitment fees paid pursuant to the Second Lien Exit Facility Commitment Letter in the form of Second Lien Exit Term Loans.

269. **“Second Lien Exit Facility Commitment Letter”** means that certain commitment letter by and among certain of the Second Lien Exit Term Lenders and the Debtors pursuant to which such Second Lien Exit Term Lenders have committed to fund to New LightSquared, on the Effective Date, Cash in an amount equal to the Prepetition LP Facility SPSO Claims as of the Effective Date.

270. **“Second Lien Exit Term Lenders”** means the lenders under the Second Lien Exit Facility that are party to the Second Lien Exit Credit Agreement from time to time.

271. **“Second Lien Exit Term Loans”** means the term loans to be made under the Second Lien Exit Facility.

272. **“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.

273. **“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.

274. **“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.

275. **“Security”** has the meaning set forth in section 2(a)(1) of the Securities Act.

276. **“SIG”** means SIG Holdings, Inc. and/or one or more of its designated affiliates.

277. **“Special Committee”** means the special committee of the boards of directors of LightSquared Inc. and LightSquared GP Inc.

278. **“Specific Disclosure Statement”** means the *Second Amended Specific Disclosure Statement for the Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 2035].

279. “**Spectrum Allocation Petition for Rulemaking**” has the meaning set forth in the Disclosure Statement.

280. “**SPSO**” means SP Special Opportunities, LLC.

281. “**SPSO Affiliate**” means (a) Charles W. Ergen, Candy Ergen, and L-Band Acquisition, LLC and their successors and any member of a Group (as defined under Regulation 13D under the Securities Exchange Act of 1934, as amended) of which SPSO, Charles W. Ergen, Candy Ergen, and L-Band Acquisition, LLC or their successors are a member, and (b) any other Entity or Group directly or indirectly controlling, controlled by, or under common control with, SPSO, Charles W. Ergen, Candy Ergen, and/or L-Band Acquisition, LLC or their successors or any member of any Group of which SPSO, Charles W. Ergen, Candy Ergen, and/or L-Band Acquisition, LLC or their successors is a member; provided, that, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Entity, whether through the ownership of voting securities, by agreement or otherwise; provided, further, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) as used with respect to any Entity shall also include (u) any Entity that directly or indirectly owns, or in which such Entity directly or indirectly owns more than ten percent (10%) of any class of capital stock or other equity interest of such Entity, (v) in the case of a corporation, any officer or director of such corporation, (w) in the case of a partnership, any general partner of such partnership, (x) in the case of a trust, any trustee or beneficiary of such trust, (y) any spouse, parent, sibling, or child or lineal descendant of any individual described in clauses (u) through (x) above, and (z) any trust for the benefit of any individual described in clauses (u) through (y) above. For the avoidance of doubt, it is understood that DISH Network Corporation, EchoStar Corporation, and any other Entity directly or indirectly controlling, controlled by, or under common control with, DISH Network Corporation or EchoStar Corporation are currently SPSO Affiliates.

282. “**SPSO Parties**” means SPSO or any SPSO Affiliate.

283. “**Stalking Horse Agreement**” has the meaning set forth in the Bid Procedures Order.

284. “**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].

285. “**Standing Motion Stipulation**” means the *Stipulation and Order Resolving 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] Solely with Respect to the Prepetition Inc. Facility Non-Subordinated Claims* [Docket No. 2054].

286. “**Standing Motion Stipulation Order**” means an order of the Bankruptcy Court approving the Standing Motion Stipulation.

287. **“Third Party New Inc. DIP Facility”** means that certain debtor-in-possession credit facility provided either (a) solely by one or more third parties other than the New Investors or (b) by one or more third parties other than the New Investors together with one or more of the New Investors, in connection with the New Inc. DIP Credit Agreement and New DIP Orders in form and substance satisfactory to the New Investors and the Debtors in an aggregate principal amount not less than the aggregate principal amount of the New Inc. DIP Facility as set forth in the New Investor New Inc. DIP Commitment Letter (after giving effect to the conversion of the Acquired DIP Inc. Claims into New Inc. DIP Loans).

288. **“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, or may be amended by mutual agreement of the parties thereto.

289. **“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.

290. **“U.S. Trustee”** means the United States Trustee for the Southern District of New York.

291. **“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.

292. **“Voting Record Date”** means the date upon which the Disclosure Statement Order is entered by the Bankruptcy Court.

293. **“Working Capital Facility”** means that certain first lien credit facility in an original aggregate principal amount of \$1,250,000,000 provided in connection with the Working Capital Facility Credit Agreement.

294. **“Working Capital Facility Credit Agreement”** means that certain credit agreement or equivalent instrument with respect to the Working Capital Facility, to be entered into on the Effective Date among the New LightSquared Obligor and the Working Capital Lenders.

295. **“Working Capital Facility Loans”** means the working capital term loans or equivalent securities to be made or issued under the Working Capital Facility. The Working Capital Facility Loans shall have market terms and conditions satisfactory to New LightSquared, each of the New Investors, and the Debtors.

296. **“Working Capital Lenders”** means the lenders party to the Working Capital Facility Credit Agreement from time to time.

B. Rules of Interpretation

The following rules for interpretation and construction shall apply to the 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" or "Sections" are references to Articles or Sections 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. 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, 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.

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.

F. Approval Rights Over Plan Documents

Unless otherwise expressly provided in the Plan, all approval rights over the Plan or the Plan Documents for Plan Support Parties other than the New Investors and the Debtors shall be governed by the terms and conditions of the Plan Support Agreement.

G. Rights of the Debtors Under the Plan

Notwithstanding anything to the contrary contained in the Plan, to the extent any term or provision of the Plan provides the Debtors with (1) consent, approval or similar rights, including, without limitation, with respect to the form of, the substance of or amendments to the Plan, any documents or transactions contemplated by the Plan, or the other Plan Documents or (2) decision making rights, and either (a) the Debtors seek to exercise such rights in a circumstance not consented to by each of the New Investors or (b) the New Investors collectively seek to act or refrain from acting in a certain fashion, or collectively consent to the form of, the substance of, or amendments to the Plan or any documents contemplated by the Plan, and the Debtors fail to consent thereto, then the position of the New Investors shall govern, and the Debtors' sole right shall be to withdraw as a Plan Proponent, in which case all such consent, approval, or similar rights of the Debtors under the Plan shall be void and of no force and effect and shall be automatically deemed deleted from the Plan without further action by any Entity.

H. Nonconsolidated Plan

Although for purposes of administrative convenience and efficiency the Plan has been filed as a joint plan for each of the Debtors and presents together Classes of Claims against, and Equity Interests in, the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

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)(1) 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 all of the New Investors (in consultation with the Debtors) or New LightSquared, as applicable, 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 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, New LightSquared and/or its subsidiaries and such Administrative Claims shall not be an obligation of any Reorganized Inc. Entity.

Except for Accrued Professional Compensation Claims, 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 New LightSquared 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 Effective Date. Objections to such requests must be Filed and served on New LightSquared 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, the Reorganized 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 New Investor, the DIP Inc. Lenders, the DIP Inc. Agent, the Holders of Prepetition Inc. Facility Non-Subordinated Claims, and the Prepetition Inc. Agent shall not be required to File any request for payment of any Administrative Claims, including, but not limited to, any New Investor Fee Claims, DIP Claims, DIP Inc. Fee Claims, or Prepetition Inc. Fee Claims, and (2) any New Investor, the DIP Inc. Lenders, the DIP Inc. Agent, the Holders of Prepetition Inc. Facility Non-Subordinated Claims, and the Prepetition Inc. Agent shall be paid in accordance with the terms of the Plan, Confirmation Order, DIP Inc. Order, DIP LP Order, or other applicable governing documents.

Notwithstanding anything to the contrary herein, (1) the New Investor Fee Claims incurred through and including the Confirmation Date shall be paid in full, in Cash following the Inc. Facilities Claims Purchase Closing Date from the proceeds of the New DIP Facilities or Cash on hand, to the extent available up to \$10 million, with any such unpaid New Investor Fee

Claims being paid on the Effective Date, and (2) the New Investor Fee Claims incurred after the Confirmation Date through and including the Effective Date (to the extent not previously paid), shall be paid monthly from the proceeds of the New DIP Facilities or Cash on hand, subject to the New Investors and 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. The Confirmation Order shall provide that the New Investor Fee Claims shall be deemed Allowed Administrative Claims following the Inc. Facilities Claims Purchase Closing Date.

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 Section II.B.3 hereof, on the Effective Date, New LightSquared shall establish and fund the Professional Fee Escrow Account 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 Accrued Professional Compensation Claims are paid in full in Cash, amounts remaining in the Professional Fee Escrow Account, if any, shall revert to New LightSquared.

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 Debtors and each of the New Investors no later than five (5) days prior to the anticipated 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 each of the New Investors and the Debtors as of the Confirmation Date shall comprise the Professional Fee Reserve Amount.

4. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in the Plan, on and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of, the Bankruptcy Court, and upon five (5) Business Days' advance notice to all of the New Investors, 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 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 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 Orders. The payments contemplated by this section shall be included in all final requests for payment of Claims of a Professional as contemplated by Section II.B.1 hereof.

C. *DIP Inc. Claims*

The DIP Inc. Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$122,437,327.70 as of January 15, 2015 (as increased on a per diem basis through and including the Inc. Facilities Claims Purchase Closing Date in accordance with the DIP Inc. Credit Agreement and DIP Inc. Order), plus any additional incremental funding provided by the DIP Inc. Lenders under the DIP Inc. Credit Agreement pursuant to a budget provided by the Debtors that is acceptable to the DIP Inc. Lenders together with related interest, default interest, fees, and expenses. The total amount of the Allowed DIP Inc. Claims shall be increased to include the 2% exit fee owed pursuant to the DIP Inc. Credit Agreement and DIP Inc. Order upon the repayment and/or conversion of all amounts outstanding under the DIP Inc. Facility, which amount of exit fee shall be calculated based upon the aggregate principal and interest outstanding under the DIP Inc. Facility immediately prior to the Inc. Facilities Claims Purchase Closing Date. For the avoidance of doubt, the economics of any incremental funding provided under the DIP Inc. Credit Agreement shall remain consistent with prior amendments thereto, including the accrual of interest at the default rate of 17.5%, payment of a financing fee of 3.5% in connection with each funding to be paid in kind at the time such future amendment(s) are approved by the Bankruptcy Court, the payment of a 2% exit fee upon repayment of the DIP Inc. Claims, and other terms and conditions otherwise acceptable to MAST.

In accordance with, and subject to the terms and conditions of, the JPM Inc. Facilities Claims Purchase Agreement, SIG shall purchase in Cash from the DIP Inc. Claims Sellers all rights, title, and interest to the JPM Acquired DIP Inc. Claims on the Inc. Facilities Claims Purchase Closing Date. On, and after giving effect to, the Inc. Facilities Claims Purchase Closing Date, the JPM Acquired DIP Inc. Claims held by SIG shall be converted into New Inc. DIP Loans on a dollar-for-dollar basis.

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each DIP Inc. Claim that is not a JPM Acquired DIP Inc. Claim, each Holder of such Allowed DIP Inc. Claim shall receive, on the Inc. Facilities Claims Purchase Closing Date, and concurrent with SIG's purchase of the JPM Acquired DIP Inc. Claims and the Acquired Inc. Facility

Claims, Cash in an amount equal to such Allowed DIP Inc. Claims either (a) from the proceeds of the Third Party New Inc. DIP Facility or (b) as contemplated by the New Investor Commitment Documents.

D. DIP LP Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each DIP LP Claim, except to the extent that a Holder of an Allowed DIP LP Claim agrees to less favorable or other treatment, each Holder of an Allowed DIP LP Claim shall receive, on the New LP DIP Closing Date, Plan Consideration in the form of Cash from the proceeds of the New LP DIP Facility in an amount equal to such Allowed DIP LP Claim.

E. New Inc. DIP Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed New Inc. DIP Claim, and except to the extent that a Holder of an Allowed New Inc. DIP Claim agrees to less favorable or other treatment (including with respect to the New Inc. DIP Claims held by SIG), each Holder of an Allowed New Inc. DIP Claim shall receive, on the Effective Date, Plan Consideration in the form of Cash in an amount equal to its Allowed New Inc. DIP Claim; provided that, \$41 million of the New Inc. DIP Claims held by SIG shall be satisfied by converting such Claims on the Effective Date into the Reorganized LightSquared Inc. Exit Facility on a dollar-for-dollar basis with the remainder of the New Inc. DIP Claims held by SIG being satisfied with Plan Consideration in the form of Cash.

F. New LP DIP Claims

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed New LP DIP Claim, except to the extent that a Holder of an Allowed New LP DIP Claim agrees to a less favorable or other treatment, each Holder of an Allowed New LP DIP Claim shall receive, on the Effective Date, Plan Consideration in the form of Cash in an amount equal to such Allowed New LP DIP Claims.

G. 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 New LightSquared; or (3) at the option of New LightSquared, 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 New LightSquared 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.

H. 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, New LightSquared 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 Section III.B hereof classify Claims against, and Equity Interests in, each of the Debtors for all purposes, including voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) 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 Allowed Equity Interests with respect to a particular Debtor, the treatment provided to each Class for distribution purposes is specified below:

1. Class 1 – Inc. Other Priority Claims

- (a) *Classification:* Class 1 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 any other treatment, each Holder of an Allowed Inc. Other Priority Claim against an individual Inc. Debtor shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed Inc. Other Priority Claim.
- (c) *Voting:* Class 1 is Unimpaired by the Plan. Each Holder of a Class 1 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 1 Inc. Other Priority Claim is entitled to vote to accept or reject the Plan.

2. Class 2 – LP Other Priority Claims

- (a) *Classification:* Class 2 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 any other treatment, each Holder of an Allowed LP Other Priority Claim against an individual LP Debtor shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed LP Other Priority Claim.
- (c) *Voting:* Class 2 is Unimpaired by the Plan. Each Holder of a Class 2 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 2 LP Other Priority Claim is entitled to vote to accept or reject the Plan.

3. Class 3 – Inc. Other Secured Claims

- (a) *Classification:* Class 3 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 any other treatment, each Holder of an Allowed Inc. Other Secured Claim against an individual Inc. Debtor shall receive one of the following treatments, in the sole discretion of the New Investors (upon agreement of all of the New Investors) or the Reorganized Debtors, as applicable: (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 3 is Unimpaired by the Plan. Each Holder of a Class 3 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 3 Inc. Other Secured Claim is entitled to vote to accept or reject the Plan.

4. Class 4 – LP Other Secured Claims

- (a) *Classification:* Class 4 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 any other treatment, each Holder of an Allowed LP Other Secured Claim against an individual LP Debtor shall receive one of the following treatments, in the sole discretion of the New Investors (upon agreement of all of the New Investors) or the Reorganized Debtors, as applicable: (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 4 is Unimpaired by the Plan. Each Holder of a Class 4 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 4 LP Other Secured Claim is entitled to vote to accept or reject the Plan.

5. Class 5 - Prepetition Inc. Facility Non-Subordinated Claims

- (a) *Classification:* Class 5 consists of all Prepetition Inc. Facility Non-Subordinated Claims.
- (b) *Allowance:* Prepetition Inc. Facility Non-Subordinated Claims shall be Allowed Claims in the aggregate amount of \$337,879,725.54 as of January 15, 2015 (and as increased on a *per diem* basis through and including the Effective Date to account for Inc. Facility Postpetition Interest allocable to the Prepetition Inc. Facility Non-Subordinated Claims accrued from January 16, 2015 through the Effective Date) for all purposes and, for the avoidance of doubt, shall include all principal, Inc. Facility Prepetition Interest, and Inc. Facility Postpetition Interest allocable to the Prepetition Inc. Facility Non-Subordinated Claims through and including the Effective Date, but shall exclude any Prepetition Inc. Facility Repayment Premium allocable to the Prepetition Inc. Facility Non-Subordinated Claims (which amount shall not be Allowed).
- (c) *Treatment:* In accordance with, and subject to the terms and conditions of, the JPM Inc. Facilities Claims Purchase Agreement, on the Inc. Facilities Claims Purchase Closing Date, SIG shall purchase in Cash from the Prepetition Inc. Facility Claims Sellers all rights, title, and interest to the

Acquired Inc. Facility Claims in exchange for the Acquired Inc. Facility Claims Purchase Price. In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Acquired Inc. Facility Claim and the termination of Liens securing such Claims, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Acquired Inc. Facility Claim agrees to any other treatment, each Acquired Inc. Facility Claim, which shall include all Inc. Facility Postpetition Interest allocable to the Acquired Inc. Facility Claims through and including the Effective Date, shall be converted into the Reorganized LightSquared Inc. Exit Facility on a dollar-for-dollar basis on the Effective Date.

- (d) *Voting:* Class 5 is Impaired by the Plan. Each Holder of a Class 5 Prepetition Inc. Facility Non-Subordinated Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

6. Class 6 - Prepetition Inc. Facility Subordinated Claims

- (a) *Classification:* Class 6 consists of all Prepetition Inc. Facility Subordinated Claims.
- (b) *Allowance:* Prepetition Inc. Facility Subordinated Claims shall be Allowed Claims in the aggregate amount of \$188,903,095.98 as of December 31, 2014 (and as increased on a *per diem* basis through and including the Effective Date to account for Inc. Facility Postpetition Interest allocable to the Prepetition Inc. Facility Subordinated Claims accrued from January 1, 2015 through the Effective Date) for all purposes and, for the avoidance of doubt, shall include all principal, Inc. Facility Prepetition Interest and Inc. Facility Postpetition Interest allocable to the Prepetition Inc. Facility Subordinated Claims through and including the Effective Date, but shall exclude the Prepetition Inc. Facility Repayment Premium allocable to the Prepetition Inc. Facility Subordinated Claims (which amount shall not be Allowed).
- (c) *Treatment:* In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition Inc. Facility Subordinated Claim and the termination of Liens securing such Claims and Harbinger's contribution to New LightSquared of the Harbinger Litigations, 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 Plan Consideration in the form of such Holder's pro rata share of (i) New LightSquared Series A Preferred Interests having an original liquidation preference equal to the Allowed amount of the principal amount of Prepetition Inc. Facility Subordinated Claims, plus the Inc. Facility Prepetition Interest and the Inc. Facility Postpetition Interest

allocable to the Prepetition Inc. Facility Subordinated Claims as of the Effective Date, plus \$122,000,000, and (ii) 44.45% of the New LightSquared Common Interests. For the avoidance of doubt, the treatment provided to Class 6 herein shall satisfy in full any and all Claims (including, without limitation, guarantee claims and adequate protection claims) that may be asserted by the Holders of Prepetition Inc. Facility Subordinated Claims against any and all Debtors.

- (d) *Voting:* Class 6 is Impaired by the Plan. Each Holder of a Class 6 Prepetition Inc. Facility Subordinated Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

7. Class 7A - Prepetition LP Facility Non-SPSO Claims

- (a) *Classification:* Class 7A consists of all Prepetition LP Facility Non-SPSO Claims.
- (b) *Allowance:* The Prepetition LP Facility Non-SPSO Claims against the LP Debtors shall be Allowed Claims on the Effective Date for all purposes, and, for the avoidance of doubt, shall include all LP Facility Postpetition Interest, all LP Facility Prepetition Interest, the LP Facility Repayment Premium, and the Prepetition LP Fee Claims.
- (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 or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Prepetition LP Facility Non-SPSO Claim agrees to any other treatment, each such Holder of an Allowed Prepetition LP Facility Non-SPSO Claim against the LP Debtors shall receive Second Lien Exit Term Loans in a principal amount equal to such Holder's Allowed Prepetition LP Facility Non-SPSO Claim as of the Effective Date; provided, that any Allowed Prepetition LP Fee Claims of Holders of Prepetition LP Facility Non-SPSO Claims (including any LP Group Fee Claim) shall be payable in Cash or in Second Lien Exit Term Loans, and at such time(s), as determined by the New Investors and either the Debtors or the Reorganized Debtors, as applicable; provided, further, that any determination by the New Investors and either the Debtors or the Reorganized Debtors, as applicable, as to the form and manner of payment of the Prepetition LP Fee Claims of Holders of Prepetition LP Facility Non-SPSO Claims shall apply equally to all such Prepetition LP Fee Claims; provided, further, that the Plan Proponents reserve the right to modify the treatment of Class 7A to provide for the payment of all Allowed Prepetition LP Facility Non-SPSO Claims in full in Cash on the Effective Date.

- (d) *Voting:* Class 7A is Impaired by the Plan. Each Holder of a Class 7A Prepetition LP Facility Non-SPSO Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan.

8. Class 7B - Prepetition LP Facility SPSO Claims

- (a) *Classification:* Class 7B consists of all Prepetition LP Facility SPSO Claims.
- (b) *Allowance:* The Prepetition LP Facility SPSO Claims against the LP Debtors shall include all LP Facility Postpetition Interest, all LP Facility Prepetition Interest, the LP Facility Repayment Premium, and the Prepetition LP Fee Claims. All parties in interest shall have the right to assert all claims and defenses to the allowance of any and all Prepetition LP Facility SPSO Claims previously sought and currently subject to the Appeal, except for equitable subordination of the Prepetition LP Facility SPSO Claims; provided, however, that in the case of any Prepetition LP Fee Claims requested by SPSO, all parties in interest shall have the right to assert all claims and defenses to the allowance thereof.
- (c) *Treatment:* In full and final satisfaction and discharge of, and in exchange for, each Prepetition LP Facility SPSO Claim, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of a Prepetition LP Facility SPSO Claim agrees to any other treatment, each such Holder of a Prepetition LP Facility SPSO Claim against the LP Debtors shall receive Plan Consideration in the form of Cash in an amount equal to such Holder's Prepetition LP Facility SPSO Claim as of the Effective Date; provided, that in the case of any Prepetition LP Fee Claims asserted by SPSO, such Cash shall only be distributed to the Holder of such Claim upon the allowance thereof.

The Cash received by the Holders of the Prepetition LP Facility SPSO Claims shall be subject to disgorgement to New LightSquared without the further approval of any Entity, to the extent that the Bankruptcy Court or any other court of competent jurisdiction, at the request of any party in interest, disallows (on the grounds set forth in Section III.B.8(b)) all or any part of the Prepetition LP Facility SPSO Claims.

- (d) *Voting:* Class 7B is Unimpaired by the Plan. Each Holder of a Class 7B Prepetition LP Facility SPSO Claim as of the Voting Record Date is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 7B Prepetition LP Facility SPSO Claim is entitled to vote to accept or reject the Plan.

9. Class 8A – Prepetition LP Facility Non-SPSO Guaranty Claims
- (a) *Classification:* Inc. Class 8A consists of all Prepetition LP Facility Non SPSO Guaranty Claims.
 - (b) *Allowance:* The Prepetition LP Facility Non-SPSO Guaranty Claims shall be Allowed Claims on the Effective Date for all purposes, and for the avoidance of doubt shall include all LP Facility Postpetition Interest, all LP Facility Prepetition Interest, the LP Facility Repayment Premium, and the Prepetition LP Fee Claims.
 - (c) *Treatment:* In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Prepetition LP Facility Non-SPSO Guaranty Claim, on the Effective Date, and except to the extent that a Holder of an Allowed Prepetition LP Facility Non-SPSO Guaranty Claim agrees to any other treatment, the Inc. Debtors who are New LightSquared Obligor shall each provide to the agent under the Second Lien Exit Facility guaranties of New LightSquared’s obligations under the Second Lien Exit Facility, which guaranty shall be secured by the assets of such New LightSquared Obligor, and the New LightSquared Obligor will grant liens to the agent under the Second Lien Exit Facility on all other assets received by the New LightSquared Obligor from the Reorganized Inc. Entities pursuant to Section IV.B.2(c)(i) hereof.
 - (d) *Voting:* Class 8A is Impaired by the Plan. Each Holder of a Class 8A Prepetition LP Facility Non-SPSO Guaranty Claim as of the Voting Record Date is entitled to vote to accept or reject the Plan. If the Holder of a Class 8A Prepetition LP Facility Non-SPSO Guaranty Claim votes to accept the Plan, such vote also shall be deemed an acceptance of the Plan with respect to Claims held by such Holder in Class 7A.
10. Class 8B –Prepetition LP Facility SPSO Guaranty Claims
- (a) *Classification:* Class 8B consists of all Prepetition LP Facility SPSO Guaranty Claims.
 - (b) *Allowance:* The Prepetition LP Facility SPSO Guaranty Claims shall include all LP Facility Postpetition Interest, all LP Facility Prepetition Interest, the LP Facility Repayment Premium, and the Prepetition LP Fee Claims. All parties in interest shall have the right to assert all claims and defenses to the allowance of any and all Prepetition LP Facility SPSO Guaranty Claims previously sought and currently subject to the Appeal, except for equitable subordination of the Prepetition LP Facility SPSO Guaranty Claims; provided, however, that in the case of any Prepetition LP Fee Claims requested by SPSO, all parties in interest shall have the right to assert all claims and defenses to the allowance thereof.

- (c) *Treatment:* The Cash received by the Holders of the Prepetition LP Facility SPSO Claims shall be deemed to be in full and final satisfaction and discharge of, and in exchange for, each Prepetition LP Facility SPSO Guaranty Claim on the Effective Date.

The Cash received by the Holders of the Prepetition LP Facility SPSO Claims shall be subject to disgorgement to New LightSquared without the further approval of any Entity, to the extent that the Bankruptcy Court or any other court of competent jurisdiction, at the request of any party in interest, disallows (on the grounds set forth in Section III.B.8(b)) all or any part of the Prepetition LP Facility SPSO Claims.

- (d) *Voting:* Class 8B is Unimpaired by the Plan. Each Holder of a Class 8B Prepetition LP Facility SPSO Guaranty Claim as of the Voting Record Date is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 8B Prepetition LP Facility SPSO Guaranty Claim is entitled to vote to accept or reject the Plan.

11. Class 9 – Inc. General Unsecured Claims

- (a) *Classification:* Class 9 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 any other treatment, each Holder of an Allowed Inc. General Unsecured Claim against an individual Inc. Debtor shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed Inc. General Unsecured Claim, including interest from the Petition Date to the Effective Date.
- (c) *Voting:* Class 9 is Unimpaired by the Plan. Each Holder of a Class 9 Inc. 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 9 Inc. General Unsecured Claim is entitled to vote to accept or reject the Plan.

12. Class 10 – LP General Unsecured Claims

- (a) *Classification:* Class 10 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 any other treatment, each Holder of an Allowed LP General Unsecured Claim against an individual LP Debtor shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed LP General Unsecured Claim, including interest from the Petition Date to the Effective Date.

- (c) *Voting:* Class 10 is Unimpaired by the Plan. Each Holder of a Class 10 LP 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 10 LP General Unsecured Claim is entitled to vote to accept or reject the Plan.

13. Class 11 – Existing LP Preferred Units

- (a) *Classification:* Class 11 consists of all Existing LP Preferred Units.
- (b) *Treatment:* In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Existing LP Preferred Units, 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 agrees to any other treatment, each Holder of an Allowed Existing LP Preferred Units shall, at the Holder's option, receive Plan Consideration in the form of either (1) New LightSquared Series A-2 Preferred Interests having a liquidation preference equal to such Holder's pro rata share of Existing LP Preferred Units Distribution Amount or (2) New LightSquared Series C Preferred Interests having a liquidation preference equal to such Holder's pro rata share of Existing LP Preferred Units Distribution Amount. Each Holder must identify their election to receive New LightSquared Series A-2 Preferred Interests or New LightSquared Series C Preferred Interests in writing to the Debtors and each of the New Investors within ten (10) Business Days after entry of the Confirmation Order. If no election is timely made by a Holder of Allowed Existing LP Preferred Units, then such Holder shall be deemed to have elected to receive New LightSquared Series C Preferred Interests. For the avoidance of doubt, any New Investor that holds Allowed Existing LP Preferred Units shall be deemed, and hereby agrees, to elect to receive New LightSquared Series C Preferred Interests solely on account of the Allowed Existing LP Preferred Units held by such New Investor as of the Distribution Record Date.
- (c) *Voting:* Class 11 is Impaired by the Plan. Each Holder of a Class 11 Existing LP Preferred Units 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, 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 any other treatment:
 - (i) each Other Existing Inc. Preferred Equity Holder shall receive on account of its Allowed Existing Inc. Preferred Stock Equity Interest Plan Consideration in the form of such Holder's pro rata share of New LightSquared Series C Preferred Interests having an original liquidation preference equal to the outstanding liquidation preference of the Existing Inc. Preferred Stock held by such Other Existing Inc. Preferred Equity Holder as of the Effective Date (excluding any prepayment or redemption premium) in the manner set forth in Section IV.B.2(d)(iii) below; and
 - (ii) SIG shall receive 100% of the Reorganized LightSquared Inc. Common Shares issued as of the Effective Date.
- (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:* All Existing LP Common Units Equity Interests shall be cancelled as of the Effective Date, and Holders of Existing LP Common Units Equity Interests shall not receive any distribution under the Plan on account of such Existing LP Common Units Equity Interests.
- (c) *Voting:* Class 13 is Impaired by the Plan. Each Holder of a Class 13 Existing LP Common Units Equity Interest is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. No Holder of a Class 13 Existing LP Common Units Equity Interest 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:* All Existing Inc. Common Stock Equity Interests shall be cancelled as of the Effective Date, and Holders of Existing Inc. Common

Stock Equity Interests shall not receive any distribution under the Plan on account of such Existing Inc. Common Stock Equity Interests.

- (c) *Voting:* Class 14 is Impaired by the Plan. Each Holder of a Class 14 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 14 Existing Inc. Common Stock Equity Interest is entitled to vote to accept or reject the Plan.

17. Class 15A – Inc. Debtor Intercompany Claims

- (a) *Classification:* Class 15A consists of all Intercompany Claims against the Inc. Debtors.
- (b) *Treatment:* Holders of Allowed Intercompany Claims against an Inc. Debtor shall not receive any distribution from Plan Consideration on account of such Intercompany Claims.
- (c) *Voting:* Class 15A is Impaired by the Plan. Each Holder of a Class 15A Inc. Debtor Intercompany Claim is conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. No Holder of a Class 15A – Inc. Debtor Intercompany Claim is entitled to vote to accept or reject the Plan.

18. Class 15B – LP Debtor Intercompany Claims

- (a) *Classification:* Class 15B consists of all Intercompany Claims against the LP Debtors.
- (b) *Treatment:* In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Intercompany Claim against an LP Debtor, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Intercompany Claim against an LP Debtor agrees to any other treatment, each Allowed Intercompany Claim against an LP Debtor shall be Reinstated for the benefit of the Holder thereof; provided, that the Inc. Debtors agree that they shall not receive any recovery on account of, and shall discharge, any and all of the Intercompany Claims that they can assert against each of the LP Debtors. After the Effective Date, the Reorganized LP Debtors, in their sole discretion, shall have the right to resolve or compromise Allowed Intercompany Claims against an LP Debtor without further notice to or action, order, or approval of the Bankruptcy Court.
- (c) *Voting:* Class 15B is Unimpaired by the Plan. Each Holder of a Class 15B LP Debtor Intercompany Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of

a Class 15B LP Debtor Intercompany Claim is entitled to vote to accept or reject the Plan.

19. Class 16A – LP Debtor Intercompany Interests

- (a) *Classification:* Class 16A consists of all Intercompany Interests in an LP Debtor.
- (b) *Treatment:* In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Intercompany Interest in an LP Debtor, other than Allowed Existing LP Common Units, on the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a Holder of an Allowed Intercompany Interest in an LP Debtor agrees to any other treatment, each Allowed Intercompany Interest in an LP Debtor, other than Allowed Existing LP Common Units, shall be Reinstated for the benefit of the Holder thereof and treated in accordance with the Plan, as applicable.
- (c) *Voting:* Class 16A is Unimpaired by the Plan. Each Holder of a LP Debtor Class 16A Intercompany Interest is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a LP Debtor Class 16A Intercompany Interest is entitled to vote to accept or reject the Plan.

20. Class 16B – Inc. Debtor Intercompany Interests

- (a) *Classification:* Class 16B consists of all Intercompany Interests in an Inc. Debtor.
- (b) *Treatment:* In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Intercompany Interest in an Inc. Debtor, on the Effective Date or as soon thereafter as reasonably practicable, and except to the extent an Intercompany Interest in an Inc. Debtor is assigned or otherwise transferred pursuant to Section IV.B.2(c) hereof, each Allowed Intercompany Interest in an Inc. Debtor shall be Reinstated for the benefit of the Holder thereof and treated in accordance with the Plan, as applicable.
- (c) *Voting:* Class 16B is Unimpaired by the Plan. Each Holder of an Inc. Debtor Class 16B Intercompany Interest is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. No Holder of an Inc. Debtor Class 16B 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 5, 6, 7A, 8A, 11, and 12 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.

2. Presumed Acceptance Under Plan

Under the Plan, (a) Classes 1, 2, 3, 4, 7B, 8B, 9, 10, 15B, 16A, and 16B are Unimpaired, (b) the Holders of Claims 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. 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.

4. 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.

5. Deemed Rejection of the Plan

Under the Plan, Classes 13, 14, and 15A are Impaired, and the Holders of Claims and Equity Interests in such Classes (a) shall receive no distributions under the Plan on account of their Claims or Equity Interests, (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.

E. Elimination of Vacant Classes

Any Class of Claims or Equity Interests that does not contain 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

The Plan Proponents will request Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that is deemed to reject the Plan or votes to reject the Plan. The Plan Proponents reserve the right, with the consent of the JPM Investment Parties and, solely with respect to the Plan, the JPM Inc. Facilities Claims Purchase Agreement, the New Investor Commitment Documents, and the Second Lien Exit Credit Agreement, MAST, to revoke or withdraw the Plan or any document in the Plan Supplement, subject to and in accordance with the Plan Support Agreement and the terms of the Plan. The Plan Proponents, with the consent of MAST (to the extent provided herein and in the Plan Support Agreement), also reserve the right to alter, amend, or modify the 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, subject to and in accordance with the Plan Support Agreement or, in the case of the Debtors, the terms of the Plan, as applicable. Any alternative treatment to be provided to a Holder of Claims or Equity Interests instead of the treatment expressly provided in this Article III shall require the prior consent of each New Investor and the Debtors and, prior to the Inc. Facilities Claims Purchase Closing Date and solely with respect to the treatment of the Prepetition Inc. Facility Non-Subordinated Claims, MAST.

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 derived from Cash on hand and proceeds from the New DIP Facilities, the JPM Inc. Facilities Claims Purchase Agreement, the New Investor Commitment Documents (as applicable), the Working Capital Facility, the Second Lien Exit Facility, the Reorganized LightSquared Inc. Exit Facility as well as the New LightSquared Entities Shares.

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 Plan Proponents, with the consent of each New Investor, 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 each of the New Investors or the Reorganized Debtors, as applicable, determine are necessary or appropriate.

1. Confirmation Date Plan Transactions. Certain Plan Transactions occurring prior to, on, or as soon as practicable after the Confirmation Date shall include, without limitation, the following:
 - (a) On the Inc. Facilities Claims Purchase Closing Date, the New Inc. DIP Obligors, the New Inc. DIP Lenders, and other relevant Entities shall enter into the New Inc. DIP Credit Agreement and, subject to the terms of the New Inc. DIP Credit Agreement, the New Inc. DIP Lenders shall fund the New Inc. DIP Facility (including by converting Acquired DIP Inc. Claims into New Inc. DIP Loans to the extent applicable) and the proceeds thereof shall be used (i) to indefeasibly repay the Allowed DIP Inc. Claims (other than the Acquired DIP Inc. Claims to the extent applicable) in full in Cash, and (ii) for general corporate purposes and to fund the working capital needs of the Inc. Debtors through the Effective Date. The New Inc. DIP Facility may be combined with the New LP DIP Facility, but only to the extent that the Inc. Facilities Claims Purchase Closing Date has occurred (or will occur concurrently therewith) and the Allowed DIP Inc. Claims that are not JPM Acquired DIP Inc. Claims have been indefeasibly paid in full in Cash either (i) from the proceeds of the Third Party New Inc. DIP Facility or (ii) as contemplated by the New Investor Commitment Documents.
 - (b) On the New LP DIP Closing Date, the New LP DIP Obligors, New LP DIP Lenders, and other relevant Entities shall enter into the New LP DIP Credit Agreement. The New LP DIP Facility may be combined with the New Inc. DIP Facility. On the New LP DIP Closing Date, subject to the terms of the New LP DIP Credit Agreement, the New LP DIP Lenders shall fund the New LP DIP Facility, and the proceeds thereof shall be used to indefeasibly repay in full in Cash the Allowed DIP LP Claims and for

general corporate purposes and to fund the working capital needs of the LP Debtors through the Effective Date.

- (c) Pursuant to, and subject to the terms and conditions of, the JPM Inc. Facilities Claims Purchase Agreement, SIG shall purchase from the DIP Inc. Claims Sellers in Cash all right, title, and interest to the JPM Acquired DIP Inc. Claims upon the Inc. Facilities Claims Purchase Closing Date. On the New Inc. DIP Closing Date, the JPM Acquired DIP Inc. Claims purchased by SIG shall be converted into New Inc. DIP Loans on a dollar-for-dollar basis, of which on the Effective Date, \$41,000,000 shall be converted into the Reorganized LightSquared Inc. Exit Facility as set forth in Section IV.B.2(d)(i) and the remainder of New Inc. DIP Claims held by SIG (including any accrued and unpaid interest thereon) shall be paid in Cash.
- (d) To the extent applicable, pursuant to, and subject to the terms and conditions of, the New Investor Commitment Documents, Fortress and Centerbridge shall purchase from the DIP Inc. Claims Sellers in Cash all right, title, and interest to the Fortress/Centerbridge Acquired DIP Inc. Claims upon the Inc. Facilities Claims Purchase Closing Date. On the New Inc. DIP Closing Date, the Fortress/Centerbridge Acquired DIP Inc. Claims purchased by Fortress and Centerbridge shall be converted into New Inc. DIP Loans on a dollar-for-dollar basis.
- (e) Pursuant to, and subject to the terms and conditions of, the JPM Inc. Facilities Claims Purchase Agreement, SIG shall purchase from the Prepetition Inc. Facility Claim Sellers in Cash all right, title, and interest to the Acquired Inc. Facility Claims upon the Inc. Facilities Claims Purchase Closing Date. For the avoidance of doubt, the Inc. Facility Postpetition Interest shall continue to accrue on the Acquired Inc. Facility Claims after the Inc. Facilities Claims Purchase Closing Date through the Effective Date. On the Effective Date, the Acquired Inc. Facility Claims shall be converted into the Reorganized LightSquared Inc. Exit Facility as set forth in Section IV.B.2(d)(i) below. For the avoidance of doubt, the Inc. Facilities Claims Purchase Closing Date shall coincide with the payment in full in Cash of the DIP Inc. Claims that are not Acquired DIP Inc. Claims as set forth in Section IV.B.1(a).

2. Effective Date Plan Transactions. Plan Transactions occurring on the Effective Date shall include, without limitation, the following:

- (a) LightSquared LP shall be converted to a Delaware limited liability company pursuant to applicable law.
- (b) Fortress and Centerbridge shall fund to New LightSquared their Effective Date Investments. As consideration for such Effective Date Investments, New LightSquared shall issue: (i) to Fortress, 26.20% of New

LightSquared Common Interests and New LightSquared Series B Preferred Interests having an original liquidation preference of \$68,391,643.16; and (ii) to Centerbridge, 8.10% of New LightSquared Common Interests and New LightSquared Series B Preferred Interests having an original liquidation preference of \$21,108,531.85.

(c) Certain Transactions Between New LightSquared and Reorganized Inc. Entities.

(i) On the Effective Date, each Reorganized Inc. Entity shall assign, contribute or otherwise transfer to New LightSquared substantially all of its assets, including all legal, equitable, and beneficial right, title, and interest thereto and therein, including, without limitation, all of its equity interests, if any, in any Reorganized Debtor (except as provided below), intellectual property, contractual rights, Retained Causes of Action, and the right to prosecute such Retained Causes of Action and receive the benefits therefrom; but excluding each Reorganized Inc. Entity's tax attributes and direct or indirect equity interests in One Dot Four Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, TMI Communications Delaware, Limited Partnership, LightSquared Investors Holdings Inc. and SkyTerra Investors LLC; and

(ii) As consideration for the Reorganized Inc. Entities assigning, contributing or otherwise transferring their assets to New LightSquared as described in clause (i) above, on the Effective Date, New LightSquared shall (A) issue to the Reorganized Inc. Entities (1) 21.25% of the New LightSquared Common Interests, (2) New LightSquared Series C Preferred Interests having an original liquidation preference equal to (y) the outstanding liquidation preference of the Existing Inc. Preferred Stock held by the Other Existing Inc. Preferred Equity Holders as of the Effective Date (excluding any prepayment or redemption premium) plus (z) \$73,000,000 (subject to the distribution obligations set forth in Section IV.B.2(d)(iii)), (3) New LightSquared Series B Preferred Interests having an original liquidation preference of \$41,000,000 and (4) New LightSquared Series A-1 Preferred Interests having an original liquidation preference equal to the Allowed Prepetition Inc. Facility Non-Subordinated Claims held by SIG as of the Effective Date; and (B) assume all obligations with respect to, and make the Plan Distributions required to be made under the Plan with respect to Allowed Inc. Other Priority Claims, Allowed Inc. Other Secured Claims, Allowed Prepetition Inc. Facility Subordinated Claims, and Allowed Inc. General Unsecured Claims.

(d) Certain Transactions Regarding Claims Against and Equity Interests in the Inc. Debtors.

- (i) The Acquired Inc. Facility Claims (including all Inc. Facility Postpetition Interest) and \$41,000,000 of the New Inc. DIP Loans held by SIG (as a result of the conversion of its JPM Acquired DIP Inc. Claims into such New Inc. DIP Loans in accordance with Section II.C.), will be converted into the Reorganized LightSquared Inc. Exit Facility on a dollar-for-dollar basis (with the remainder of the New Inc. DIP Loans held by SIG to be repaid in full in Cash);
- (ii) Reorganized LightSquared Inc. shall issue 100% of the Reorganized LightSquared Inc. Common Shares to SIG in satisfaction of its Existing Inc. Preferred Stock Equity Interests as set forth in Section III.B.14(b)(ii) hereof;
- (iii) The Reorganized Inc. Entities shall distribute to Other Existing Inc. Preferred Equity Holders in satisfaction of their Existing Inc. Preferred Stock Equity Interests as set forth in Section III.B.14(b)(i) hereof, New LightSquared Series C Preferred Interests having an original liquidation preference equal to the outstanding liquidation preference of the Existing Inc. Preferred Stock held by the Other Existing Inc. Preferred Equity Holders as of the Effective Date (excluding any prepayment or redemption premium); and
- (iv) After giving effect to the transfer of assets contemplated by Section IV.B.2(c) above, and to the distributions of New LightSquared Series C Preferred Interests contemplated by Section IV.B.2(d)(iii) above, Reorganized Inc. Entities will, collectively, hold 21.25% of New LightSquared Common Interests, New LightSquared Series C Preferred Interests having an original liquidation preference of \$73,000,000, New LightSquared Series B Preferred Interests having an original liquidation preference of \$41,000,000 and New LightSquared Series A-1 Preferred Interests having an original liquidation preference equal to the Prepetition Inc. Facility Non-Subordinated Claims held by SIG as of the Effective Date, and will retain their tax attributes and Reorganized LightSquared Inc. will retain 100% of the equity interests in One Dot Four Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, TMI Communications Delaware, Limited Partnership, LightSquared Investors Holdings Inc. and SkyTerra Investors LLC; provided that, on the Effective Date, the Reorganized Inc. Entities shall have the option to exchange on a dollar-for-dollar basis all or a portion of their New LightSquared Series A-1 Preferred Interests into New LightSquared Series A-2 Preferred

Interests and/or additional New LightSquared Series C Preferred Interests.

3. New LightSquared Loan Facilities.

(a) New LightSquared and the other relevant Entities shall enter into the Working Capital Facility and the Second Lien Exit Facility. Confirmation of the Plan shall constitute (i) approval of the Working Capital Facility, 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 the New LightSquared Obligor in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (ii) authorization for the New LightSquared Obligor to enter into and execute the Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement and such other documents as may be required or appropriate. On the Effective Date, the Working Capital Facility and the Second Lien Exit Facility, together with any new promissory notes evidencing the obligations of the New LightSquared Obligor, 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 Obligor pursuant to the Working Capital Facility and the Second Lien Exit Facility and related documents shall be secured and paid or otherwise satisfied pursuant to, and as set forth in, the Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement and related documents.

(i) Working Capital Facility. The New LightSquared Obligor, Working Capital Lenders, and other relevant Entities shall enter into the Working Capital Facility. The Working Capital Lenders shall fund the Working Capital Facility through the provision of new financing, in accordance with the Plan, Confirmation Order, and Working Capital Facility Credit Agreement, and shall provide for loans in the aggregate principal amount of up to \$1,250,000,000.

The Working Capital Facility Loans shall be secured by senior liens on all assets of the New LightSquared Obligor, and shall have market terms and conditions satisfactory to New LightSquared, each of the New Investors, and the Debtors.

New LightSquared shall use the proceeds from the Working Capital Facility for the purposes specified in the Plan, including to satisfy Allowed Administrative Claims, repay the New DIP Facilities (other than \$41 million of the New Inc. DIP Loans held

by SIG on account of the JPM Acquired DIP Inc. Claims), for general corporate purposes and working capital needs, and to make Plan Distributions.

The Working Capital Facility Loans may not be made by or assigned or otherwise transferred (including by participation) to any Prohibited Transferee and any assignment or other transfer (including by participation) to a Prohibited Transferee shall be *void ab initio*.

- (ii) Second Lien Exit Facility. The New LightSquared Obligor and the other relevant Entities shall enter into the Second Lien Exit Facility. The Second Lien Exit Facility shall be funded through (a) the provision of new financing in Cash by certain of the Second Lien Exit Term Lenders in an amount equal to the Prepetition LP Facility SPSO Claims as of the Effective Date and (b) the conversion of the Prepetition LP Facility Non-SPSO Claims as of the Effective Date into loans under the Second Lien Exit Facility in accordance with the Plan, Confirmation Order, and Second Lien Exit Credit Agreement. The Second Lien Exit Facility shall provide for loans in the aggregate principal amount of the Prepetition LP Facility Claims as of the Effective Date plus the amount of the commitment fee under the Second Lien Exit Facility Commitment Letter. Second Lien Exit Term Loans shall be secured by second liens on all assets of the New LightSquared Obligor, have a five (5) year term, bear interest at the rate of the higher of (a) 12% and (b) 300 basis points greater than the interest rate of the Working Capital Facility per annum, payable in kind, and not be callable for the first two (2) years after the Effective Date, subject in each case to the terms of the Second Lien Exit Facility Credit Agreement.

The Second Lien Exit Term Loans made pursuant to the Second Lien Exit Facility shall be made by the Holders of Prepetition LP Facility Non-SPSO Claims and certain third parties. In connection with the Second Lien Exit Facility, certain of the Second Lien Exit Term Lenders have entered into the Second Lien Exit Facility Commitment Letter, pursuant to which the Debtors have agreed to pay to the Second Lien Exit Term Lenders party thereto a commitment fee in an amount of Second Lien Exit Term Loans in accordance with the terms of such commitment letter.

No Prohibited Transferee (including SPSO Parties) shall be permitted to hold (either by assignment, participation or otherwise) any Second Lien Exit Term Loans and any assignment or other transfer (including by participation) thereof to a Prohibited Transferee (including SPSO Parties) shall be *void ab initio*.

The Second Lien Exit Credit Agreement shall also provide that, prior to a vote or other consent solicitation on any matter requiring a vote or consent by Second Lien Exit Term Lenders (or any portion thereof), the administrative agent under the Second Lien Exit Facility must receive prior to each such vote or consent solicitation a written certification from each Second Lien Exit Term Lender that no Prohibited Transferee has any direct or indirect interest (including, without limitation, pursuant to any participation or voting agreement) in such Second Lien Exit Term Lender's Second Lien Exit Term Loans (and if no such certificate is delivered by a particular Second Lien Exit Term Lender, such Second Lien Exit Term Lender's Second Lien Exit Term Loans shall be excluded from such vote or consent solicitation).

4. Reorganized LightSquared Inc. Exit Facility.
- (a) Reorganized LightSquared Inc. and SIG shall enter into the Reorganized LightSquared Inc. Exit Facility, which shall provide for loans in the aggregate principal amount equal to \$41 million of the New Inc. DIP Loans held by SIG on account of the JPM Acquired DIP Inc. Claims as of the Effective Date and the Acquired Inc. Facility Claims as of the Effective Date, and which shall be secured by liens on all assets of Reorganized LightSquared Inc. The Reorganized LightSquared Inc. Exit Facility shall be funded through the conversion of the Acquired Inc. Facility Claims and \$41 million of the New Inc. DIP Loans held by SIG into loans under the Reorganized LightSquared Inc. Exit Facility in accordance with the Plan.
 - (b) Confirmation of the Plan shall constitute (i) approval of the Reorganized 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, and (ii) authorization for Reorganized LightSquared Inc. to enter into and execute the Reorganized LightSquared Inc. Credit Agreement and such other documents as may be required or appropriate.
 - (c) On the Effective Date, the Reorganized LightSquared Inc. Exit Facility, together with any new promissory notes evidencing the obligations 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 Reorganized LightSquared Inc. Exit Facility and related documents shall be secured and paid or otherwise satisfied pursuant to, and as set forth in, the Reorganized LightSquared Inc. Credit Agreement and related documents.

C. Issuance of New LightSquared Entities Shares; Reinstatement of Reinstated Intercompany Interests

On the Effective Date or as soon thereafter as reasonably practicable, except as otherwise provided herein, (1) New LightSquared or Reorganized LightSquared Inc., as applicable, shall (a) issue the New LightSquared Entities Shares 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, and (2) all Intercompany Interests shall be Reinstated for the benefit of the Holders thereof and treated in accordance with the Plan, as applicable. The issuance of the New LightSquared Entities Shares and the Reinstatement of the Reinstated Intercompany Interests are authorized without the need for any further corporate action or without further notice to, or action, order, or approval of, the Bankruptcy Court, the Canadian Court, or any other Entity. All of the New LightSquared Entities Shares issued (or Reinstated) pursuant to the Plan shall be duly authorized, validly issued, and, if applicable, fully paid and non-assessable.

The applicable Reorganized Debtors 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 amendment of the applicable Reorganized Debtors 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 New LightSquared Entities Shares or directors of the Debtors or the Reorganized Debtors.

On the Effective Date, New LightSquared shall issue the New LightSquared Series A Preferred Interests, the New LightSquared Series B Preferred Interests and the New LightSquared Series C Preferred Interests, the respective terms and rights of which shall be set forth in the New LightSquared Interest Holders Agreement.

D. Section 1145 and Other Exemptions

The offering, issuance, and distribution of the securities contemplated by the Plan and any and all agreements incorporated herein, including the New LightSquared Entities Shares, 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 or pursuant to another applicable exemption from registration requirements of the Securities Act. In addition, any securities contemplated by the Plan and any and all agreements incorporated therein, including the New LightSquared Entities Shares, 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 Governance Documents, and (4) applicable regulatory approval, if any.

E. Listing of New LightSquared Entities Shares; Reporting Obligations

Except as may be determined in accordance with the Reorganized Debtors Governance Documents, the Reorganized Debtors shall not be (1) obligated to list the New LightSquared Entities Shares 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 Governance Documents may impose certain trading restrictions, and the New LightSquared Entities Shares shall be subject to certain transfer and other restrictions pursuant to the Reorganized Debtors Governance Documents.

F. New LightSquared Interest Holders Agreement

On the Effective Date, New LightSquared shall enter into and deliver the New LightSquared Interest Holders Agreement.

Confirmation of the Plan shall constitute (1) approval of the New LightSquared 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 New LightSquared, and (2) authorization for New LightSquared to enter into and execute the New LightSquared Interest Holders Agreement and such other documents as may be required or appropriate. On the Effective Date, the New LightSquared 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 party thereto shall be bound thereby. The obligations incurred by New LightSquared pursuant to the New LightSquared Interest Holders Agreement and related documents shall be satisfied pursuant to, and as set forth in, the New LightSquared Interest Holders Agreement and related documents.

The New LightSquared Interest Holders Agreement shall provide that, among other things, Harbinger shall have, in accordance with the terms set forth in the Plan Support Agreement, a call option to purchase from Reorganized LightSquared Inc. three percent (3%) of the New LightSquared Common Interests. The New LightSquared Interest Holders Agreement shall also provide that after redemption in full of all New LightSquared Preferred Interests but prior to any distributions on account of the New LightSquared Common Interests, Harbinger shall receive an additional allocation on account of (1) the issuance of additional New LightSquared Preferred Interests as compared with the amount contemplated in the Plan Support Agreement, (2) the addition of the two (2)-year no call provision with respect to the Second Lien Exit Term Loans, and (3) the commitment fee on the first \$400,000,000 of the new financing referenced in Section IV.B.3(a)(ii) of the Plan all as provided in greater detail in the New LightSquared Interest Holders Agreement.

If each of the New Investors and the Debtors determine, on a Holder by Holder basis, that it is necessary or advisable from a regulatory approval standpoint, certain potential holders of

New LightSquared Interests shall be issued warrants to acquire such New LightSquared Interests in lieu of direct ownership of New LightSquared Interests.

The New LightSquared Board shall be comprised of seven (7) members, which shall include: two (2) members appointed by Fortress; one (1) member appointed by Reorganized LightSquared Inc.; one (1) member appointed by Centerbridge; one (1) independent member; the Chief Executive Officer of New LightSquared; and the Chairman of the New LightSquared Board. The New LightSquared Board shall not include any Harbinger employees, affiliates or representatives. If agreed to by each of the New Investors, the New LightSquared Board can be expanded in size. In addition, New LightSquared shall have a separate advisory committee of the New LightSquared Board, with five (5) members, one (1) of which shall be appointed by Reorganized LightSquared Inc., two (2) of which shall be appointed by Fortress, one (1) of which shall be appointed by Centerbridge, and one (1) of which shall be appointed as provided in the New LightSquared Interest Holders Agreement.

G. Indemnification Provisions in Reorganized Debtors Governance Documents

Except as provided in the Plan Supplement and except as may be agreed to by SIG with respect to the Reorganized Debtors Governance Documents of the Reorganized Inc. Entities, as of the Effective Date, the Reorganized Debtors 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, other than the Reorganized Inc. Entities, shall amend or restate the Reorganized Debtors 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 Consummation of the Plan, the New LightSquared Board shall adopt a Management Incentive Plan in accordance with the terms of the New LightSquared Interest Holders Agreement and subject to the approval of each of the New Investors.

I. Corporate Governance

As shall be set forth in the Reorganized Debtors Governance Documents, the Reorganized Debtors Boards shall consist of a number of members and be appointed in a manner, subject to applicable law, to be agreed upon by each of the New Investors (including as specified in Section IV.F) or otherwise provided in the Reorganized Debtors Governance Documents. In accordance with section 1129(a)(5) of the Bankruptcy Code, the Debtors 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.

J. 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 (1) any Liens granted to secure the Working Capital Facility and any rights of any of the parties under the Working Capital Facility Credit Agreement or any related documents, (2) any Liens granted to secure the Second Lien Exit Facility and any rights of any of the parties under the Second Lien Exit Credit Agreement or any related documents, (3) any Liens granted to secure the Reorganized LightSquared Inc. Exit Facility and any rights of any of the parties under the Reorganized LightSquared Inc. Credit Agreement or any related documents, and (4) any rights of any of the parties under any of Reorganized Debtors Governance Documents) 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.

K. Cancellation of Securities and Agreements

On the Effective Date (or the New DIP Closing Date with respect to the DIP Inc. Facility and the DIP LP Facility), except as otherwise specifically provided for in the Plan, including with respect to the Acquired Inc. Facility Claims and JPM Acquired DIP Inc. Claims: (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 such Certificates, Equity Interests, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that may 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 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, that 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, that (1) 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 and (2) the terms and provisions of the Plan shall modify any existing contract or agreement that would in any way be inconsistent with distributions under the Plan.

On the Confirmation Date, but subject to the Effective Date, (1) the obligations of the Debtors Stalking Horse Agreement and the Bid Procedures Order shall be cancelled 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 the Stalking Horse Agreement or the Bid Procedures Order to pay any LBAC Break-Up Fee or Expense Reimbursement, to the extent payable in accordance with the terms thereof, shall be released and discharged. For the avoidance of doubt, no party shall be entitled to, or receive (nor shall any reserve be required on account of), any LBAC Break-Up Fee or Expense Reimbursement.

L. Corporate Existence

Except as otherwise provided in the Plan or as contemplated by the Plan Transactions, 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.

M. 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) execution of, and entry into, the Working Capital Facility Credit Agreement, the Second Lien Exit Credit Agreement, the Reorganized LightSquared Inc. Credit Agreement, the Exit Intercreditor Agreement, the Reorganized Debtors Governance Documents, the Management Incentive Plan, and commitment letters 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 managers and officers for the Reorganized Debtors; (5) the issuance, reinstatement, and distribution of the New LightSquared Entities Shares; 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 specifically 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) the Working Capital Facility Credit Agreement (2) the Second Lien Exit Credit Agreement; (3) the Reorganized LightSquared Inc. Credit Agreement; (4) the Exit Intercreditor Agreement; (5) the Reorganized Debtors Governance Documents; (6) the Management Incentive Plan; and (7) any and all other agreements, documents, securities, and instruments related to the foregoing. The authorizations and approvals contemplated by this Section IV.M shall be effective notwithstanding any requirements under non-bankruptcy law.

N. 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.

O. 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, sales or use 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.

P. 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 New LightSquared.

The Cash received by the Holders of the Prepetition LP Facility SPSO Claims and Prepetition LP Facility SPSO Guaranty Claims shall be subject to disgorgement to New LightSquared without the further approval of any Entity, to the extent that the Bankruptcy Court or any other court of competent jurisdiction, at the request of any party in interest, disallows (on

the grounds set forth in Sections III.B.8(b) and III.B.10(b)) all or any part of the Prepetition LP Facility SPSO Claims or the Prepetition LP Facility SPSO Guaranty Claims. For the avoidance of doubt, the Prepetition LP Facility SPSO Claims, Prepetition LP Facility SPSO Guaranty Claims, and any Cash received on account thereof shall be subject to any equitable or legal remedy previously sought and currently subject to the Appeal, other than equitable subordination of the Prepetition LP Facility SPSO Claims and the Prepetition LP Facility SPSO Guaranty Claims.

Upon the Effective Date of the Plan, Harbinger shall irrevocably assign to New LightSquared all Harbinger Litigations, and the New Investors shall irrevocably assign to New LightSquared any and all of their rights to commence any New Actions. New LightSquared will receive all Retained Causes of Action Proceeds, which, for the avoidance of doubt, shall include any and all proceeds from any of the Harbinger Litigations and New Actions.

Q. 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; provided that, all D&O Liability Insurance Policies to which a Reorganized Inc. Entity would be a counterparty or obligor shall be assigned to New LightSquared on the Effective Date and no Reorganized Inc. Entity shall have any liability or obligations with respect to any D&O Liability Insurance Policies. 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, 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 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 in this Section IV.Q, 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 all directors and officers of the 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, New LightSquared shall purchase and maintain continuing director and officer insurance coverage for a tail period of six (6) years.

R. Employee and Retiree Benefits

Except as otherwise provided in the Plan, on and after the Effective Date, New LightSquared shall 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 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 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 (a) fully vested and (b) cancelled and terminated and (2) Holders of such Equity Interests shall be treated in accordance with Class 12 in Section III.B.14 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.

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 Section IV.R 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, that the non-Debtor parties must comply with Section V.B hereof.

2. Assumption of Executory Contracts and Unexpired Leases

In connection with the Confirmation and Consummation of the Plan, the New Investors (upon agreement of all of the New Investors) and the Debtors shall designate the Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, pursuant to, and in accordance with, the Plan, which designated Executory Contracts and Unexpired Leases will be listed on the Schedule of Assumed Agreements in the Plan Supplement. 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; provided, that all assumed Executory Contracts and Unexpired Leases to which a Reorganized Inc. Entity would be a counterparty or obligor shall be assigned to New LightSquared on the Effective Date and no Reorganized Inc. Entity shall have any liability or obligations with respect to any such Executory Contracts and Unexpired Leases.

With respect to each Executory Contract and Unexpired Lease listed on the Schedule of Assumed Agreements in the Plan Supplement, the 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 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 9 in Section III.B.11 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 10 in Section III.B.12 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 as Administrative Claims of the applicable Debtors' Estates at the option of the New Investors (upon agreement of all of the New Investors) and the Debtors or the Reorganized Debtors (as applicable) (1) by payment of the Cure Costs with Plan Consideration in the form of 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, the Canadian Court, or any other Entity, provided that no Reorganized Inc. Entity shall have any obligation with respect to such 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 (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 be Filed, served, and actually received by the appropriate notice parties no later than February 25, 2015 at 11:59 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. For the avoidance of doubt, if there is any discrepancy between the Schedule of Assumed Agreements and the notice referenced above in this paragraph, the Schedule of Assumed Agreements shall govern and any objection on account of such discrepancy shall also be filed by no later than February 25, 2015 at 11:59 p.m. (prevailing Eastern time).

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 New Investors (upon agreement of all of the New Investors) and the Debtors or New LightSquared, 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, the Canadian Court, or any other Entity; provided, further, that notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtors (with the consent of each of the New Investors) reserve the right to reject 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, each of the New Investors 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 Debtors or New LightSquared, as applicable, contracting 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. Any such contracts and leases described in the foregoing clauses (1) through (3) to which a Reorganized Inc. Entity or any of its subsidiaries is a counterparty or obligor shall be assigned to New LightSquared and, upon such assignment, no Reorganized Inc. Entity 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 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 to the extent not rejected prior to the Effective 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; provided that each Reorganized Inc. Entity shall assign such obligations to New LightSquared on the Effective Date. Accordingly, such contracts and leases to the extent not rejected prior to the Effective Date (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 New Investors on any exhibit to the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by any of the New Investors 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 Debtors and New LightSquared, with the consent of each New Investor, 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 New Investors and the Reorganized Debtors 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 DIP Inc. Lenders, the DIP LP Lenders, and the New DIP Lenders, the Prepetition Lenders, 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 (including with respect to the Acquired Inc. Facility Claims and the Acquired DIP Inc. Claims), 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 (including with respect to the Acquired Inc. Facility Claims and the Acquired DIP Inc. Claims), 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, including with respect to distributions contemplated hereunder to Holders of DIP Inc. Claims and DIP LP Claims on the New DIP Closing Date and/or the Inc. Facilities Claims Purchase Closing Date, as applicable, 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 Entities Shares 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 eligible 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 New Investors (upon agreement of all of the New Investors) or New LightSquared, as applicable, as Disbursing Agent, including Reorganized LightSquared Inc. to the extent set forth in Section IV.B.2(d). 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 all of the New Investors 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 Debtors 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

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, the Canadian 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 New LightSquared.

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 and all of the New Investors, (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; provided, however, that, for all purposes, the foregoing shall not apply to the Prepetition LP Facility SPSO Claims or the Prepetition LP Facility SPSO Guaranty Claims, which Claims shall not be treated as Disputed Claims and shall, on the Effective Date, receive their distributions in accordance with, and subject to, the terms and conditions of Sections III.B.8 and 10 hereof.

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 New Investors (upon agreement of all of the New Investors) or New LightSquared; 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 DIP Inc. Claims

The Plan Distributions provided for Allowed DIP Inc. Claims (other than the Acquired DIP Inc. Claims) pursuant to Section II.C hereof shall be made to the DIP Inc. Agent or MAST, as directed by MAST, by the Debtors or the New Inc. DIP Lenders, on behalf of the Debtors, or the New Investors pursuant to the New Investor Commitment Documents, as applicable, on the Inc. Facilities Claims Purchase Closing Date.

3. Delivery of Plan Distributions to Holders of Allowed DIP LP Claims

The Plan Distributions provided for Allowed DIP LP Claims pursuant to Section II.D hereof shall be made to the DIP LP Lenders by the Debtors or the New LP DIP Lenders, on behalf of the Debtors, on the New LP DIP Closing Date.

4. Delivery of Plan Distributions to Holders of Allowed New DIP Claims

The Plan Distributions provided for Allowed New DIP Claims pursuant to Sections II.E and F hereof shall be made to the New Inc. DIP Agent and New LP DIP Agent, as applicable. To the extent possible, the Reorganized 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 Inc. DIP Agent and New LP DIP Agent, as applicable.

5. Delivery of Plan Distributions to Holders of Allowed Prepetition LP Facility Claims or Allowed Prepetition Inc. Facility Claims

Other than as provided by the JPM Inc. Facilities Claims Purchase Agreement, the Plan Distributions provided for Allowed Prepetition Inc. Facility Claims and Allowed Prepetition LP Facility Claims in Sections III.B.5, III.B.6, III.B.7, III.B.8, III.B.9, and III.B.10 hereof shall be made to applicable Holders of Allowed Prepetition Inc. Facility Claims and Allowed Prepetition LP Facility Claims by the Debtors or the Disbursing Agent, as applicable.

6. 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 Entities Shares and such fractions shall be deemed to be zero.

7. 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 New LightSquared (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 against any Allowed Claim (other than an Allowed Prepetition LP Facility Non-SPSO Claim, an Allowed Prepetition Inc. Facility Claim, an Allowed DIP LP Claim, or an Allowed DIP Inc. Claim) or any Allowed Equity Interest (other than an Allowed Existing Inc. Preferred Stock or Allowed Existing LP Preferred Units), 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 Claim, an Allowed DIP LP Claim, an Allowed DIP Inc. Claim, Allowed Existing Inc. Preferred Stock, or Allowed Existing LP Preferred Units) hereunder shall 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, the Canadian 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; provided, that the foregoing shall not apply with respect to Claims purchased pursuant to the JPM Inc. Facilities Claims Purchase Agreement or the Fortress/Centerbridge DIP Inc. Claims Purchase Agreement, to the extent applicable, which Claims so purchased shall be deemed satisfied upon Consummation of the Plan. 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, the Canadian 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 Section IV.P 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 Section I.A.8 hereof or the Bankruptcy Code.

In accordance with Sections III.B.8 and 10 hereof, the Prepetition LP Facility SPSO Claims and the Prepetition LP Facility SPSO Guaranty Claims in such Classes shall remain subject to all claims that may be brought by any party in interest against, and all and any defenses to the allowance of, such Claims, as previously sought and currently subject to the Appeal, except for equitable subordination of the Prepetition LP Facility SPSO Claims and Prepetition LP Facility SPSO Guaranty Claims; provided, however, that in the case of any Prepetition LP Fee Claims requested by SPSO, all parties in interest shall have the right to assert all claims and defenses to the allowance thereof. In no event shall the Prepetition LP Facility SPSO Claims or the Prepetition LP Facility SPSO Guaranty Claims be deemed to be Disputed Claims or subject to those procedures applicable to Disputed Claims as set forth in this Article VII.

B. Claims and Equity Interests Administration Responsibilities

Except as otherwise provided in the Plan, after the Effective Date, New LightSquared 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, the Canadian 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, the Canadian Court, or any other Entity.

New LightSquared shall maintain the Disputed Claims and Equity Interests Reserve on account of the Disputed Claims. 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 used to fund the other reserves and Plan Distributions, or for general corporate purposes and working capital needs.

C. Estimation of Claims or Equity Interests

Before the Effective Date, the Plan Proponents, and after the Effective Date, New LightSquared, 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 New LightSquared, 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 by a particular Debtor may be expunged on the Claims Register or stock transfer ledger or

similar register of such Debtor, as applicable, by the Reorganized Debtors, and any Claim or Equity Interest that has been amended may be adjusted on the Claims Register 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, the Canadian 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, the Canadian 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 New Investors (upon agreement of all of the New Investors) or the Reorganized Debtors, as applicable, (3) provided for in a postpetition agreement in writing between all of the New Investors 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, and except as otherwise set forth in the Plan, 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 upon the consent of the Debtors and each of the New Investors.

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, THE CANADIAN 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 New LightSquared, 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, the Canadian 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 (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors in accordance with Section III.B.17 and Section III.B.18 hereof), 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, with the consent of each of the New Investors, 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, the Prepetition Inc. Facility Lender Subordination Agreement shall be enforceable as a subordination agreement under section 510(a) of the Bankruptcy Code.

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, the Canadian Court, or any other Entity, after the Effective Date, New LightSquared may compromise and settle Claims against, or Equity Interests in, the Debtors, and Causes of Action against other Entities; provided that, any settlement with respect to Claims against, or Equity Interests in, or any Causes of Action against any Reorganized Inc. Entity shall require the prior approval of Reorganized LightSquared Inc. In addition, and for the avoidance of doubt, entry of the Confirmation Order shall also operate to settle all claims and causes of action alleged in the Standing Motion against the Prepetition Inc. Agent and the Prepetition Inc. Lenders in respect of the Prepetition Inc. Facility Subordinated Claims, and the Standing Motion, to the extent not previously withdrawn with prejudice, shall be deemed withdrawn with prejudice upon the occurrence of the Inc. Facilities Claims Purchase Closing Date.

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, 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 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 CCAA Proceeding, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the Prepetition Facilities, the DIP Facilities, the Working Capital Facility, the Second Lien Exit Facility, the Exit Intercreditor Agreement, the New LightSquared Entities Shares, the Reorganized LightSquared Inc. Exit Facility, 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 and/or the CCAA Proceeding, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements (including the Plan Support Agreement), instruments, or other documents, any of the Debtors' regulatory efforts (including, without limitation, change of control applications) 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 Working Capital Facility Credit Agreement, Second Lien Exit Credit Agreement, Reorganized LightSquared Inc. Credit Agreement, Exit Intercreditor Agreement, Reorganized Debtors 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 the Plan, the Disclosure Statement, the Plan Documents, or any contract, instrument, release, or other agreement, or document created or entered into in connection with the Plan (including the Plan Support Agreement), any act taken or omitted to be taken in connection with, or related to, any of the Debtors' regulatory efforts (including, without limitation change of control applications), the negotiation of Cure Costs, the amendment, assumption, and assignment, or rejection of Executory Contracts or Unexpired Leases, 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 the Plan, except for (1) willful misconduct (including fraud) or gross negligence and/or (2) the rights of any Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under, or in connection with, the Plan, or assumed pursuant to the 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 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 CCAA Proceeding, the prepetition or postpetition purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors, the Prepetition Facilities, the DIP Facilities, the Working Capital Facility, the Second Lien Exit Facility, the Exit Intercreditor Agreement, the New LightSquared Entities Shares, the Reorganized LightSquared Inc. Exit Facility, 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 and/or the CCAA Proceeding, the negotiation, formulation, or preparation of the Plan and the Disclosure Statement, or related agreements, instruments, or other documents, any act taken or omitted to be taken in connection with, or related to, any of the Debtors' regulatory efforts (including, without limitation change of control

applications), the negotiation of Cure Costs, the amendment, assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases, 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, that each present and former Holder of a Claim or Equity Interest voting to reject the Plan may reject the third-party release provided in this Section 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 Working Capital Facility Credit Agreement, Second Lien Exit Credit Agreement, Reorganized LightSquared Inc. Credit Agreement, Exit Intercreditor Agreement, Reorganized Debtors Governance Documents, and the Plan Supplement) executed to implement the Plan.

G. Injunctions

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 Section VIII.D hereof or Section VIII.F hereof, discharged pursuant to Section VIII.A hereof, or are subject to exculpation pursuant to Section VIII.E hereof 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 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 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.

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 (prior to, or in conjunction with, entry of the Confirmation Order) or waived pursuant to the provisions of Section IX.C hereof:

1. Except as otherwise agreed by each of the New Investors, 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 satisfying any FCC Objective.
2. The Bankruptcy Court shall have entered the Confirmation Order.
3. The Bankruptcy Court shall have entered the Disclosure Statement Order and the Canadian Court shall have entered the Disclosure Statement Recognition Order.
4. The Plan Support Agreement shall be in full force and effect.
5. The New DIP Orders shall have been entered contemporaneously with the Confirmation Order.
6. The Standing Motion Stipulation Order shall have been entered by the Bankruptcy Court.

7. The JPM Inc. Facilities Claims Purchase Agreement shall have been executed and be in full force and effect.
8. The New Investor Commitment Documents shall have been executed and be in full force and effect.
9. The Prepetition Inc. Fee Claims and DIP Inc. Fee Claims shall have been paid in full in Cash
10. The Debtors shall have received (a) binding commitments with respect to the Effective Date Investments, (b) a highly confident letter with respect to the Working Capital Facility, in each case, on terms and conditions satisfactory to each of the New Investors and the Debtors, and (c) binding commitments with respect to the Cash portion of the Second Lien Exit Facility.
11. The New Investor Break-Up Fee and the commitment fee under the Second Lien Exit Facility Commitment Letter shall each have been approved by the Bankruptcy Court.

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 (upon agreement of each of the New Investors and the Debtors) pursuant to the provisions of Section IX.C hereof:

1. The Confirmation Order shall have become a Final Order.
2. The transactions contemplated by the JPM Inc. Facilities Claims Purchase Agreement shall have been consummated.
3. The New DIP Orders (a) shall have been entered and (b) shall have become Final Orders.
4. The New DIP Recognition Order shall have become a Final Order.
5. The New DIP Facilities shall have been funded, and there shall not be any default under the New DIP Credit Agreements or the New DIP Orders with respect to which the New DIP Agents or New DIP Lenders are exercising any rights and remedies against the collateral under such New DIP Facilities.
6. 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 that the Effective Date has occurred) contained therein shall have been satisfied or waived in accordance therewith, including, but not limited to:
 - (a) the Working Capital Facility Credit Agreement and any related documents, in forms and substance satisfactory to New LightSquared,

each of the New Investors, and the Debtors, 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 Working Capital Facility Credit Agreement shall have occurred;

- (b) the Second Lien Exit Credit Agreement and any related documents, in forms and substance satisfactory to each of the New Investors and the Debtors, 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, the incurrence of obligations pursuant to the Second Lien Exit Credit Agreement, and the funding of all New Money Lender Commitments (as such term is defined in the Second Lien Exit Credit Agreement) shall have occurred;
 - (c) the Reorganized LightSquared Inc. Exit Facility and any related documents, in forms and substance satisfactory to each of the New Investors and the Debtors, shall have been executed and delivered by all of the Entities that are parties thereto, and the incurrence of obligations pursuant to the Reorganized LightSquared Inc. Exit Facility shall have occurred;
 - (d) the New LightSquared Interest Holders Agreement, in form and substance satisfactory to each of the New Investors and the Debtors, 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 Debtors shall have sufficient Cash on hand to fund the Professional Fee Reserve and the Disputed Claims and Equity Interests Reserve.
7. The Canadian Court shall have entered the Confirmation Recognition Order and such order shall have become a Final Order.
8. All necessary actions, documents, certificates, and agreements necessary to implement the 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.
9. Except as otherwise agreed by each of the New Investors, 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 satisfying any FCC Objective.

10. 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 the Plan (including, without limitation and to the extent applicable, consents to the assignment of the Debtors' licenses and/or the transfer of control of the Debtors, as well as customary approvals and authorizations related thereto) and any statutory waiting periods shall have expired (including under the *Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the Competition Act (Canada)*).
11. The Plan Support Agreement shall be in full force and effect.
12. The Debtors shall have paid in full in Cash all New Investor Fee Claims.
13. The Harbinger Litigations shall have been assigned to New LightSquared.
14. The identity of the Chairman of the New LightSquared Board shall be reasonably acceptable to each of the New Investors.

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 the agreement of each of the New Investors and the Debtors, without notice to, or action, order, or approval of, the Bankruptcy Court, the Canadian Court, or any other Entity; provided, that if the Inc. Facilities Claims Purchase Closing Date and payment in full in Cash of the DIP Inc. Claims has not yet occurred, the conditions to Confirmation set forth in Section IX.A may not be waived without the consent of MAST, other than Sections IX.A.1, IX.A.10, and IX.A.11.

**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 Plan Support Agreement, as applicable, and the terms of this Article X), reserve the right with the written consent of each Plan Proponent to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code; provided, however, that the Plan may not be modified or amended with respect to (1) a MAST Term or (2) Articles I, II, II.A, II.C, III, IV.A, IV.B.1, VI (solely as to such terms that pertain to MAST or the Prepetition Inc. Agent), VIII, IX.A, IX.C, X, XI (solely as to such terms that pertain to MAST or the Prepetition Inc. Agent), and XII hereof, without the prior written consent of MAST and the Prepetition Inc. Agent, which consent, in the case of clause (2), immediately above and when unrelated to a MAST Term, shall not be unreasonably withheld or delayed. 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 and in the Plan Support Agreement, the Plan Proponents other than the Debtors (in accordance with the Plan Support Agreement or the terms of this Section X.A), expressly reserve the right 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 Section 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, with the consent of each Plan Proponent, MAST, and the Prepetition Inc. Agent, in accordance with the Plan Support Agreement (or, in the case of the Debtors, the terms of this Section X.C), reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent chapter 11 plans. 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, however, that such withdrawal is without prejudice to the right of the other Plan Proponents to continue to seek confirmation and consummation of the Plan. If the Plan Proponents collectively 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 (provided, however, that the foregoing shall not apply to (x) the Standing Motion Stipulation and the withdrawal of the Standing Motion as to the Prepetition Inc. Facility Non-Subordinated Claims or (y) the JPM Inc. Facilities Claims Purchase Agreement or the New Investor Commitment Documents to the extent that the Inc. Facilities Claims Purchase Closing Date has occurred); 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.

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 purchases pursuant to the JPM Inc. Facilities Claims Purchase Agreement, the New Investor Commitment Documents, the Plan,

or otherwise, and any distributions made from proceeds of the New DIP Facilities, 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;

7. Adjudicate, decide, or resolve all matters related to the Standing Motion Stipulation and Standing Motion Stipulation Order;
8. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
9. 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;
10. To hear and determine any matters relating to, arising out of, or in connection with the implementation of the Working Capital Facility, the Second Lien Exit Facility, the Reorganized LightSquared Inc. Exit Facility, the Exit Intercreditor Agreement, the Reorganized Debtors Governance Documents, the Second Lien Exit Facility Commitment Letter, or any ancillary or related agreements thereto;
11. 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;
12. 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, including the releases set forth therein;
13. 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;
14. 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;
15. 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 Section VI.J hereof;
16. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

17. 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, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
18. Enter an order or final decree concluding or closing the Chapter 11 Cases;
19. Adjudicate any and all disputes arising from or relating to Plan Distributions under the Plan or any transactions contemplated therein;
20. Adjudicate any and all disputes arising from or relating to the JPM Inc. Facilities Claims Purchase Agreement.
21. Adjudicate any and all disputes arising from, or relating to, the New Investor Commitment Documents.
22. 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;
23. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
24. Enforce all orders previously entered by the Bankruptcy Court; and
25. Hear any other matter not inconsistent with the Bankruptcy Code.

**ARTICLE XII.
MISCELLANEOUS PROVISIONS**

A. Immediate Binding Effect

Subject to Section 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, the Confirmation Order, and the Confirmation Recognition 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. For the avoidance of doubt, upon entry of the Confirmation Order the JPM Inc. Facilities Claims Purchase Agreement, and the New Investor Commitment Documents shall remain binding, subject to the terms thereof, regardless of whether the Effective Date occurs.

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 Debtors, the New Investors 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, any Plan Proponent, or any Plan Support Party 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 expressly set forth 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 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

Fortress, shall be served on:

Fortress Credit Opportunities Advisors LLC 1345 Avenue of the Americas New York, NY 10105 Kristopher M. Hansen	Stroock & Stroock & Lavan LLP Frank A. Merola Jayme T. Goldstein 180 Maiden Lane New York, NY 10038
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JPM Investment Parties, shall be served on:

JPMorgan Chase & Co. Patrick Daniello 383 Madison Ave. New York, NY 10179	Simpson Thacher & Bartlett LLP Sandeep Qusba Elisha D. Graff 425 Lexington Avenue New York, NY 10017
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Harbinger, shall be served on:

Kasowitz, Benson, Torres & Friedman
LLP
David M. Friedman
Adam L. Shiff
1633 Broadway
New York, NY 10019

Centerbridge, shall be served on:

Centerbridge Partners, L.P. Vivek Melwani Jared Hendricks 375 Park Avenue, 12th Floor New York, NY 10152	Fried, Frank, Harris, Shriver & Jacobson LLP Brad Eric Scheler Peter B. Siroka Aaron S. Rothman One New York Plaza New York, NY 10004
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MAST, the Prepetition Inc. Agent and/or the DIP Inc. Agent shall be served on:

MAST Capital Management, LLC Peter Reed Adam Kleinman The John Hancock Tower 200 Clarendon Street, Floor 51 Boston, MA 02116	Akin Gump Strauss Hauer & Feld LLP Philip C. Dublin Meredith A. Lahaie One Bryant Park New York, NY 10036
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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 a renewed request to receive documents pursuant to Bankruptcy Rule 2002.

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 or the Canadian 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 (which, for the avoidance of doubt, shall not include the New DIP Order) 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 consent of the Debtors, the New Investors and, to the extent

otherwise set forth herein or in the Plan Support Agreement, MAST, 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: March 26, 2015

**LIGHTSQUARED INC.,
LIGHTSQUARED LP, AND THE OTHER
DEBTORS IN THE CHAPTER 11 CASES**

/s/ Douglas Smith

Douglas Smith
Chief Executive Officer, President, and
Chairman of the Board of LightSquared Inc.

New York, New York
Dated: March 26, 2015

**CENTERBRIDGE PARTNERS, L.P., ON
BEHALF OF CERTAIN OF ITS AFFILIATED
FUNDS**

By: /s/ Jared S. Hendricks

Name: Jared S. Hendricks

Title: Authorized Signatory

New York, New York
Dated: March 26, 2015

**FORTRESS CREDIT OPPORTUNITIES
ADVISORS LLC, ON BEHALF OF CERTAIN
FUNDS AND/OR ACCOUNTS MANAGED BY
IT AND ITS AFFILIATES**

By: /s/ Constantine M. Dakolias

Name: Constantine M. Dakolias

Title: President

New York, New York
Dated: March 26, 2015

HARBINGER CAPITAL PARTNERS LLC

By: /s/ Philip A. Falcone
Name: Philip A. Falcone
Title: Chief Executive Officer

HGW HOLDING COMPANY, L.P.

By: /s/ Philip A. Falcone
Name: Philip A. Falcone
Title: Chief Executive Officer

BLUE LINE DZM CORP.

By: /s/ Keith M. Hladek
Name: Keith M. Hladek
Title: Authorized Signatory

HCP SP INC.

By: /s/ Philip A. Falcone
Name: Philip A. Falcone
Title: President

Exhibit B

Election Form

**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

ELECTION FORM FOR EXISTING LP PREFERRED UNITS (CLASS 11)

You are receiving this election form (the "Election Form") because you are a holder of Existing LP Preferred Units as described in the *Modified Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code*, dated March 26, 2015 [Docket No. 2265] (as amended, supplemented, or modified from time in accordance with the terms thereof, the "Plan").

Please read and follow the enclosed instructions carefully before completing the Election Form. If you have any questions about the contents of the Election Form or the related instructions, please contact counsel to LightSquared, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005-1413, Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq. at (212) 530-5000. Capitalized terms used in this Election Form or the related instructions but not otherwise defined herein have the meanings given to them in the Plan.

PLAN DISTRIBUTION

Pursuant to the Plan, each holder of Existing LP Preferred Units has the option to receive, on account of its Existing LP Preferred Units, Plan Consideration in the form of either (1) New LightSquared Series A-2 Preferred Interests having a liquidation preference equal to such holder's pro rata share of the Existing LP Preferred Units Distribution Amount or (2) New LightSquared Series C Preferred Interests having a liquidation preference equal to such holder's pro rata share of the Existing LP Preferred Units Distribution Amount. Any holder of Existing LP Preferred Units that wishes to receive New LightSquared Series A-2 Preferred Interests rather than New LightSquared Series C Preferred Interests must timely make the election to do so (the "Election"). **If you do not timely make the Election, you will receive New LightSquared Series C Preferred Interests having a liquidation preference equal to your pro rata share of the Existing LP Preferred Units Distribution Amount.**

¹ The debtors in these Chapter 11 Cases (collectively, "LightSquared" or the "Debtors"), 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.

The terms of the New LightSquared Series A-2 Preferred Interests and New LightSquared Series C Preferred Interests are set forth in the New LightSquared Interest Holders Agreement on file with the Bankruptcy Court.

TIMING OF THE ELECTION

The timing for the Election is separate from voting on the Plan. As we have previously informed you, the deadline to vote on the Plan was February 9, 2015, at 4 p.m. (prevailing Pacific time). The option to make the Election remains open after the voting deadline. To make the Election, this Election Form must be completed, signed, and timely received by LightSquared and each of the New Investors by **April 10, 2015, at 5 p.m. (prevailing Eastern time)** (the "Election Deadline"). If your Election Form is not received by LightSquared and each of the New Investors by the Election Deadline, you shall be deemed to have elected to receive New LightSquared Series C Preferred Interests.

**INFORMATION AND INSTRUCTIONS
FOR COMPLETING THE ELECTION FORM**

In Item 1 of the Election Form, please indicate (a) the number of Existing LP Preferred Units that you own or hold and (b) by checking one of the boxes provided therein, either your acceptance or rejection of the Election. If you choose to accept the Election, you agree to receive New LightSquared Series A-2 Preferred Interests. If you decline the Election, submit your Election Form without any box in Item 1 checked, or fail to timely submit your Election Form, you shall be deemed to have elected to receive New LightSquared Series C Preferred Interests.

Complete the Election Form by providing all of the information requested. Please deliver your Election Form by first class mail, hand delivery, overnight courier to:

the Debtors:

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

With a copy to counsel for each of the New Investors at:

Stroock & Stroock & Lavan LLP
Kristopher Hansen
Jayme T. Goldstein
180 Maiden Lane
New York, NY 10038

Simpson Thacher & Bartlett LLP
Sandeep Qusba
Elisha D. Graff
425 Lexington Avenue
New York, NY 10017

Kasowitz, Benson, Torres & Friedman LLP
David M. Friedman
Adam L. Shiff
1633 Broadway
New York, NY 10019

Fried, Frank, Harris, Shriver & Jacobson LLP
Brad Eric Scheler
Peter B. Siroka
Aaron S. Rothman
One New York Plaza
New York, NY 10004

The method of delivery of Election Forms to be sent to LightSquared and the New Investors is at the election and risk of each holder of Existing LP Preferred Units, but, except as otherwise provided herein, such delivery shall be deemed made only when the executed Election Form is actually received by LightSquared and each of the New Investors.

PLEASE COMPLETE, SIGN, AND DATE THE ELECTION FORM AND RETURN IT PROMPTLY.

The Election Form is not a letter of transmittal and may not be used for any purpose other than making the Election. Accordingly, you should not surrender instruments or certificates representing or evidencing your Equity Interests, and neither LightSquared nor the New Investors shall accept delivery of such instruments or certificates surrendered together with an Election Form.

All Elections are final and may not be withdrawn or revoked without the consent of LightSquared and each of the New Investors. If multiple Election Forms are received by LightSquared and the New Investors from the same holder of Existing LP Preferred Units with respect to the same Existing LP Preferred Units prior to the Election Deadline, the first dated valid Election Form received by LightSquared shall supersede and override any subsequently dated Election Form.

Holders of Existing LP Preferred Units must make the Election for all of their Existing LP Preferred Units. Accordingly, an Election Form that makes the Election for only a portion of such holder's Existing LP Preferred Units shall not be deemed a valid Election.

Unless otherwise ordered by the Bankruptcy Court, all questions as to the validity, form, and eligibility (including time of receipt) of Elections shall be determined by LightSquared and the New Investors, which determination shall be final and binding.

A person signing an Election Form 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 Existing LP Preferred Units or its agent, LightSquared, any of the New Investors, or the Bankruptcy Court, must submit proper evidence to the requesting party demonstrating its authority to so act on behalf of such holder of Existing LP Preferred Units.

Any defects or irregularities in connection with deliveries of Election Forms must be cured prior to the Election Deadline or such Elections shall not be deemed made; provided, however, that LightSquared and the New Investors, subject to contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Election at any time, either before or after the Election Deadline.

Neither LightSquared, any of the New Investors, nor any other entity shall (a) be under any duty to provide notification of defects or irregularities with respect to delivered Election Forms or (b) incur any liability for failure to provide such notification.

Subject to any contrary order of the Bankruptcy Court, LightSquared and the New Investors reserve the right to reject any and all Elections not in proper form.

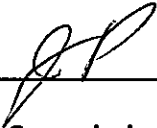
The following shall render Elections invalid: (a) any Election Form that is illegible or contains insufficient information to permit the identification of the holder of the Existing LP Preferred Units; (b) any Election Form that contains the Election by a party that does not hold Existing LP Preferred Units that is entitled to make the Election under the Plan; (c) any unsigned Election Form; or (d) any Election Form not marked to accept or reject the Election or any Election Form marked both to accept and reject the Election.

TAB C

This is Exhibit "C" referred to in the

Affidavit of Elizabeth Creary

Sworn before me this 14th day of April, 2016



A Commissioner, etc.

Joseph Anthony John Pignatelli,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires May 1, 2017.

**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 (I) EFFECTIVE DATE OF PLAN, (II) REVISED
SCHEDULE OF ASSUMED AGREEMENTS, AND (III) REVISED LIST
OF OFFICERS AND DIRECTORS FOR REORGANIZED DEBTORS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Effective Date of Plan.** On March 27, 2015, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order [Docket No. 2276] (the "Confirmation Order") confirming the *Modified Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 2276-1] (the "Plan") in the chapter 11 cases (the "Chapter 11 Cases") of LightSquared Inc. and certain of its affiliates as debtors and debtors in possession (collectively, "LightSquared" or the "Debtors").² On December 7, 2015, pursuant to satisfaction and/or waiver, as applicable, of the conditions set forth in Paragraph 39 of the Confirmation Order and Section IX.B of the Plan, the Effective Date of the Plan occurred, and the Plan was substantially consummated as to each LightSquared entity, consistent with the definition of "substantial consummation" set forth in section 1101(2) of the Bankruptcy Code.

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 Confirmation Order or the Plan, as applicable.



121208015120700000000003

2. **Revised Documents Relating to Plan.** LightSquared hereby files the following documents relating to the Plan:

- Exhibit A-1 – Revised Schedule of Assumed Agreements;
- Exhibit A-2 – Blackline Comparison of Revised Schedule of Assumed Agreements (changed pages only, marked against the Schedule of Assumed Agreements filed with the Bankruptcy Court on January 30, 2015 [Docket No. 2057]); and
- Exhibit B – Revised List of Officers and Directors for Reorganized Debtors.

3. **Administrative Claims.** Except as set forth in Section II.A. of the Plan or the Confirmation Order, requests for payment of Administrative Claims must be filed with the Bankruptcy Court and served on New LightSquared no later than **January 6, 2016**, the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the occurrence of the Effective Date. Objections to such requests must be filed with the Bankruptcy Court and served on New LightSquared and the requesting party by the later of (1) June 6, 2016 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 January 6, 2016 shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized 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.

4. **Rejection Damages Claims.** Except as otherwise provided in the Confirmation Order or Plan (including with respect to employee and retiree benefits as set forth in Section IV.R thereof), each Executory Contract and Unexpired Lease is 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 Revised Schedule of Assumed Agreements attached hereto as Exhibit A, (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 of the Confirmation Order or Plan.

The Confirmation Order constitutes 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 have been rejected as of the Effective Date 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 the following paragraph.

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 with the Bankruptcy Court and served on the Reorganized Debtors no later than **January 6, 2016**. 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 9 in Section III.B.11 of the Plan, and all Allowed Claims arising from the rejection of the LP Debtors' Executory Contracts Unexpired Leases shall be classified as LP General Unsecured Claims and shall be treated in accordance with Class 10 in Section III.B.12 of the Plan.

5. **Service of Documents.** After the Effective Date, any pleading, notice, or other document required by the Confirmation Order or Plan to be served on or delivered to New LightSquared or the other Reorganized Debtors shall be served on:

New LightSquared LLC
Attn: General Counsel
10802 Parkridge Boulevard
Reston, VA 20191

Milbank, Tweed, Hadley & McCloy LLP
Andrew M. Leblanc
Karen Gartenberg
David G. Litvack
28 Liberty Street
New York, NY 10005

6. **Access to Court Documents.** Copies of the Plan, Confirmation Order, and any other related document may be obtained by (a) visiting LightSquared's restructuring website at: <http://www.kccllc.net/lightquared>, (b) calling LightSquared's restructuring hotline at (877) 499-4509, (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 PLAN AND THE CONFIRMATION ORDER CONTAIN PROVISIONS THAT MAY AFFECT YOUR RIGHTS. YOU ARE ENCOURAGED TO REVIEW THE PLAN AND THE CONFIRMATION ORDER IN THEIR ENTIRETY.

Dated: December 7, 2015
New York, New York

BY ORDER OF THE COURT

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Karen Gartenberg
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Counsel for Harbinger Capital Partners LLC

Counsel for Centerbridge Partners, L.P.

Exhibit A-1

Revised Schedule of Assumed Agreements

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURRENT OBLIGATIONS
4G ACQUISITIONS LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	4G ACQUISITIONS LLC - MSDA	\$ -
ACCESS INTELLIGENCE LLC	AGREEMENT-SATELLITE CONFERENCE	LIGHTSQUARED LP	ACCESS INTELLIGENCE LLC-2014 SATELLITE CONFERENCE PURCHASE ORDER	\$ -
ACE	INSURANCE	LIGHTSQUARED LP	INSURANCE- D&O POLICY	\$ -
ADP INC.	AGREEMENT-PAYROLL	LIGHTSQUARED LP	ADP INC. PURCHASE ORDER	\$4,403.01
ADVANTA TECHNOLOGIES	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	ADVANTA TECHNOLOGIES - WHOLESALE	\$ -
AIG-CHARTIS	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
AIRCADO	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	AIRCADO - WHOLESALE AGREEMENT	\$ -
AIRCOMM OF AVON LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	AIRCOMM OF AVON LLC - (CONNECTICUT I) AND ONE DOT SIX CORP.	\$ -
AIRPLUS INTERNATIONAL, INC.	TRAVEL SERVICE AGREEMENT	LIGHTSQUARED LP	AIRPLUS INTERNATIONAL, INC. - MASTER AGREEMENT	\$3,970.38
AIRTOUCH	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	AIRTOUCH - WHOLESALE AGREEMENT	\$ -
AIRTRAK INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	AIRTRAK INC. SERVICE PROVIDER AGREEMENT	\$ -
ALASKA COMMUNICATIONS	TELCO AGREEMENT	LIGHTSQUARED CORP.	ALASKA COMMUNICATIONS- ACCT 1782229	\$24.66
ALASKA PUBLIC MEDIA	SITE LEASE AGREEMENT - SCMS	LIGHTSQUARED LP	ALASKA PUBLIC TELECOMMUNICATIONS, INC. - LICENSE AGREEMENT	\$ -
ALCATEL-LUCENT USA INC.	NEXT GEN DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	ALCATEL-LUCENT - RESTATED DEVELOPMENT AGREEMENT	\$3,431,400
ALCATEL-LUCENT USA INC.	NEXT GEN DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	ALCATEL-LUCENT USA INC. - SUPPLY & SERVICES AGREEMENT, INCLUDING AMENDMENTS 1-3	\$1,637,000
ALIANI, MAQBOOL	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US- ALIANI, MAQBOOL	\$ -
ALLIED WORLD	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN-OFF POLICY	\$ -
ALLISON, STEPHEN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN- ALLISON, STEPHEN	\$ -
ALLSTREAM	TELCO AGREEMENT- ACCT 10000246454	LIGHTSQUARED CORP.	ALLSTREAM- ACCT 10000246454	\$ -
ALLSTREAM	TELCO AGREEMENT - ACCT 10000249880	LIGHTSQUARED CORP.	ALLSTREAM- ACCT 10000249880	\$ -

¹ The Debtors are assuming, or assuming and assigning, the executory contracts and unexpired leases listed on this schedule pursuant to section 365 of the Bankruptcy Code and in connection with the Plan. Neither the exclusion nor inclusion of any contract or lease on this schedule shall constitute an admission by the Debtors that any such contract or lease is, or is not, in fact, an executory contract or unexpired lease. The Debtors and New LightSquared, with the consent of each New Investor, have expressly reserved the right to alter, amend, modify, or supplement this schedule at any time through the effective date of, and in accordance with, the Plan. It should be noted that certain entries on this schedule include operating agreements for certain Debtors that the Debtors are amending and restating in connection with the reorganization transactions contemplated by the Plan (to the extent necessary). In addition, certain entries include non-Debtor affiliates in the Debtor(s) column.

COUNTER PARTY	CONTRACT TYPE	DEBTORS	AGREEMENT NAME	CURE OBLIGATIONS
ALLSTREAM	TELCO AGREEMENT - ACCT 10000297971	LIGHTSQUARED CORP.	ALLSTREAM- ACCT 10000297971	\$ -
ALLSTREAM	TELCO AGREEMENT - ACCT 3392961	LIGHTSQUARED CORP.	ALLSTREAM- ACCT 3392961	\$ -
ALLSTREAM	TELCO AGREEMENT - ACCT CW0049744	LIGHTSQUARED CORP.	ALLSTREAM- ACCT CW0049744	\$ -
AMAZON WEB SERVICES LLC	SOFTWARE AGREEMENT	LIGHTSQUARED LP	AMAZON WEB SERVICE - WEB SERVICE AGREEMENT & AMENDMENT NO. 2	\$14,395.02
AMERICA 4-G INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	AMERICA 4-G INC. - WHOLESALE AGREEMENT	\$ -
AMERICAN TOWERS INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	AMERICAN TOWERS INC. - SPECTRASITE COMMUNICATIONS LLC - MASTER TOWER SPACE LICENSE AGREEMENT, INCLUDING AMENDMENT 1	\$ -
AMPAC ISP (UK) LIMITED	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
AON RISK SERVICES NORTHEAST INC.	INSURANCE	LIGHTSQUARED LP	AON RISK SERVICES NORTHEAST INC. D&O POLICIES/EPLI	\$ -
ARCH	INSURANCE	LIGHTSQUARED LP	D&O POLICIES	\$ -
ARGO	INSURANCE	LIGHTSQUARED LP	D&O POLICIES	\$ -
ARIZONA PUBLIC SERVICE COMPANY	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	ARIZONA PUBLIC SERVICE COMPANY - MASTER TERMS AND CONDITIONS FOR SITE LICENSE	\$ -
ASTRUM COMUNICACIONES, SA DE CV	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	ASTRUM SERVICE PROVIDER AGREEMENT, INCLUDING AMENDMENT 1	\$ -
AT&T CORP.	TELCO AGREEMENT	LIGHTSQUARED LP	AT&T CORP. WHOLESALE MASTER SERVICE AGREEMENT	\$26,116.12
AT&T GLOBAL SERVICES CANADA CO.	TELCO AGREEMENT	LIGHTSQUARED CORP.	AT&T GLOBAL SERVICES CANADA CO. PURCHASE ORDER	\$ -
ATC TECHNOLOGIES, LLC	ATC TECHNOLOGIES IP LICENSE	ATC TECHNOLOGIES, LLC; LIGHTSQUARED LP	AMENDED & RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT - ATC TECHNOLOGIES, LLC AND LIGHTSQUARED LP	\$ -
ATLANTIC COAST COMMUNICATIONS	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	ATLANTIC COAST COMMUNICATIONS LLC - (NEW JERSEY II) AND ONE DOT SIX CORP.	\$ -
AUSTRALIAN ADMINISTRATION SATELLITE NETWORKS (AUSSAT)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP	CONFIRMATION OF COORDINATION BETWEEN AUSSAT AND LIGHTSQUARED MSV-1A SATELLITE NETWORK	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
AUSTRALIAN ADMINISTRATION SATELLITE NETWORKS (AUSSAT)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED BERMUDA LTD.	COORDINATION AGREEMENT, LIGHTSQUARED BERMUDA LTD., AUSTRALIAN ADMINISTRATION SATELLITE NETWORKS (AUSSAT)	\$ -
BALFOUR, SCOTT	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BALFOUR, SCOTT	\$ -
BARAN TELECOM, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	BARAN TELECOM, INC. - MSDA	\$ -
BARRATT, JEFFREY	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BARRATT, JEFFREY	\$ -
BCI COMMUNICATIONS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	BCI COMMUNICATIONS, INC. - MSDA	\$ -
BDC PARKRIDGE LLC	PROPERTY LEASE	LIGHTSQUARED LP	BDC PARKRIDGE LLC (FORMERLY APA PROPERTIES NO. 10, LP) - 10802 PARKRIDGE RESTON, VA OFFICE LEASE, AS AMENDED	\$16,422.46
BELANGER, ALAIN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BELANGER, ALAIN	\$ -
BELIVEAU, GREG	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BELIVEAU,GREG	\$ -
BELL CANADA	TELCO AGREEMENT	LIGHTSQUARED CORP.	BELL CANADA- ACCT 300005857	\$ -
BELL MOBILITY INC.	TELCO AGREEMENT	LIGHTSQUARED CORP.	BELL MOBILITY INC. - ACCT 515412297	\$ -
BENJAMIN, JAMES	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BENJAMIN, JAMES	\$ -
BERKSHIRE HATHAWAY	INSURANCE	LIGHTSQUARED LP	INSURANCE- INDEPENDENT DIRECTORS LIABILITY	\$ -
BEST BUY	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	BEST BUY - 4G-LTE SCOPING PROJECT	\$ -
BEST BUY	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	BEST BUY WHOLESALE DISTRIBUTION AGREEMENT, INCLUDING AMENDMENTS 1-6	\$ -
BIVIS INVESTMENTS LTD.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
BLOOMBERG FINANCE LP	SUBSCRIPTION AGREEMENT	LIGHTSQUARED LP	BLOOMBERG FINANCE LP PURCHASE ORDER	\$506.66
BOEING SATELLITE SYSTEMS INC.	SATELLITE AGREEMENT	LIGHTSQUARED LP	BOEING SATELLITE CONSTRUCTION CONTRACT - AS AMENDED & RESTATED IN AMENDMENT NO. 4	\$5,043,684.63
BOEING SATELLITE SYSTEMS INTERNATIONAL INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV1 MSV2 MSV3 AND MSV-SA TAA 2032-07 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL INC., AND INSURANCE UNDERWRITERS, INSURANCE BROKERS, AND INSURANCE CONSULTANTS	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
BOEING SATELLITE SYSTEMS INTERNATIONAL INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING OWNER OPERATORS CONFERENCE TAA 1958-06 AND AMENDMENT NO. 1 - BOEING SATELLITE SYSTEMS INTERNATIONAL INC. AND US AND FOREIGN SATELLITE OWNERS/ OPERATORS	\$ -
BOEING SATELLITE SYSTEMS INTERNATIONAL, INC.	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
BOEING SATELLITE SYSTEMS INTERNATIONAL, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
BOEING SATELLITE SYSTEMS INTERNATIONAL, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING TA 3373-03 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., AND ROGER BELANGER	\$ -
BOUGHTON, BRENDAN	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-BOUGHTON, BRENDAN	\$ -
BRATCHER, DENISE	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-BRATCHER, DENISE	\$ -
BRIGHT HOUSE NETWORKS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	BRIGHT HOUSE NETWORKS, LLC - MSA	\$ -
BRIGHTSTAR US INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	BRIGHTSTAR US INC. - PREFERRED DISTRIBUTOR PROGRAM	\$ -
BROADCORE	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	BROADCORE - WHOLESALE AGREEMENT	\$ -
BSSI SUBCONTRACTORS SED SYSTEMS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
BUSINESS TECHNOLOGY SERVICES INC.	CONSULTING AGREEMENT	LIGHTSQUARED LP	BUSINESS TECHNOLOGY SERVICES, INC., (BIZTECH) - MASTER SERVICES AGREEMENT	\$10,479.00
C. DAVIS ASSOCIATES INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	C. DAVIS ASSOCIATES INC. - MSDA	\$ -
CABLEVISION LIGHTPATH INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	CABLEVISION LIGHTPATH INC. - MSA	\$ -
CALAMP (FORMERLY WIRELESS MATRIX)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	CALAMP (FORMERLY WIRELESS MATRIX) AMENDED & RESTATED SERVICE PROVIDER AGREEMENT AND AMENDMENTS NO. 1-4	\$ -
CALLAHAN COMMUNICATION SERVICES	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	CALLAHAN COMMUNICATION SERVICES - MSDA	\$ -
CAMERON, JULIEN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-CAMERON, JULIEN	\$ -
CARLISLE, JEFFREY	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-CARLISLE, JEFFREY	\$ -
CATANA, DIANA	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-CATANA, DIANA	\$ -
CELLULAR PRODUCTS DISTRIBUTORS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	CELLULAR PRODUCTS DISTRIBUTORS - WHOLESALE AGREEMENT	\$ -
CELLULAR SOUTH, INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	CELLULAR SOUTH ROAMING AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
CENTERBEAM INC.	SERVICE CONTRACT	LIGHTSQUARED LP	CENTERBEAM, INC., - CUSTOMER-FIRST AGREEMENT	\$7,241.74
CENX, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	CENX, INC. - MASTER SERVICES AGREEMENT	\$ -
CERIDIAN LIFE WORKS SERVICES	HR BENEFITS	LIGHTSQUARED CORP.	CERIDIAN LIFE WORKS SERVICES PURCHASE ORDER	\$94.56
CERIDIAN LIFE WORKS SERVICES	HR BENEFITS	LIGHTSQUARED LP	CERIDIAN LIFE WORKS SERVICES PURCHASE ORDER	\$108.12
CHARLTON, THOMAS	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-CHARLTON, THOMAS	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- US PROPERTY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- FLOOD	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- EARTHQUAKE	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- US GENERAL LIABILITY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- INFORMATION & NETWORK TECHNOLOGY ERRORS AND OMISSIONS	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- HIRED/NON-OWNED AUTO	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- CANADIAN PACKAGE POLICY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- EXPORTERS PACKAGE	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE-WORKERS COMPENSATION	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- UMBRELLA LIABILITY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- FIDUCIARY LIABILITY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- SPECIAL COVERAGES	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- EMPLOYMENT PRACTICES LIABILITY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- SKYTERRA PUBLIC COMPANY RUN OFF POLICY	\$ -
CINTAS CORP.	SERVICE AGREEMENT	LIGHTSQUARED LP	CINTAS CORP. FACILITIES	\$646.45
CITYSCAPE	SERVICE AGREEMENT	LIGHTSQUARED CORP.	CITYSCAPE FACILITIES	\$1,073.50
CIVIL SOLUTIONS INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	CIVIL SOLUTIONS INC. - MSDA	\$ -
CNA	INSURANCE	LIGHTSQUARED LP	INSURANCE-CARGO	\$ -
CNA	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
COLE INTERNATIONAL	SERVICE AGREEMENT	LIGHTSQUARED CORP.	COLE INTERNATIONAL- CUSTOMS CLEARANCE	\$ -
COM DEV LTDINTERNATIONAL LTD.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
COMCAST BUSINESS COMMUNICATIONS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	COMCAST BUSINESS COMMUNICATIONS, LLC - MASTER SERVICES AGREEMENT	\$ -
COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC - MASTER SERVICES AGREEMENT AND AMENDMENT NO. 1	\$ -
COMCAST COMMUNICATIONS	TELCO AGREEMENT	LIGHTSQUARED LP	COMCAST COMMUNICATIONS PURCHASE ORDER	\$451.71
COMPASS TECHNOLOGY SERVICES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	COMPASS TECHNOLOGY SERVICES, INC. - MSDA PURCHASE ORDER	\$ -
CONCUR TECHNOLOGIES, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	CONCUR TECHNOLOGIES, INC. SUCCESSOR IN INTEREST TO GELCO INFORMATION NETWORK INC. PURCHASE ORDER	\$4,615.01
CONN, ROBERT	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-CONN, ROBERT	\$ -
COUSINEAU, BERNARD	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-COUSINEAU, BERNARD	\$ -
COX COMMUNICATIONS	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	COX COMMUNICATIONS - MASTER SERVICES AGREEMENT	\$ -
COX COMMUNICATIONS	TELCO AGREEMENT	LIGHTSQUARED LP	COX COMMUNICATIONS- ACCT 001 3110 115698201	\$45.57
CRANDALL, JENNY	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-CRANDALL, JENNY	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
CREARY, ELIZABETH	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-CREARY, ELIZABETH	\$ -
CRICKET COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	CRICKET COMMUNICATIONS ROAMING AGREEMENT, INCLUDING AMENDMENTS 1-5	\$ -
CROWN ATLANTIC COMPANY LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN ATLANTIC COMPANY LLC - (PHOENIX I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE GT COMPANY LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE GT COMPANY LLC - (AUSTIN I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE GT COMPANY LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE GT COMPANY LLC - (CHICAGO I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE GT COMPANY LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE GT COMPANY LLC - (CLEVELAND I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE MM HOLDING LLC	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS LLC	MASTER AGREEMENT - CROWN CASTLE MM HOLDING LLC, OP LLC, TVCC ONE SIX HOLDINGS LLC	\$ -
CROWN CASTLE MU LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE MU LLC - (LAS VEGAS I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE MU LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE MU LLC - (LOS ANGELES I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE NG NETWORKS INC.	LP LEASE AGREEMENT	LIGHTSQUARED LP	CROWN CASTLE NG NETWORKS INC. PURCHASE ORDER	\$ -
CROWN CASTLE PR LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE PR LLC - (SAN JUAN I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE SOUTH LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE SOUTH LLC - (JACKSONVILLE) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE TOWERS	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE TOWERS 06-2 LLC - (DETROIT I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE USA INC.	MASTER LICENSE AGREEMENT	ONE DOT SIX CORP., LIGHTSQUARED LP	MASTER LICENSE AGREEMENT - AMENDMENT 2 - CROWN CASTLE USA INC., LICENSORS, OP LLC, ONE DOT SIX CORP., LIGHTSQUARED LP	\$ -
CROWN CASTLE USA INC.	MASTER LICENSE AGREEMENT	LIGHTSQUARED LP	MASTER LICENSE AGREEMENT - CROWN CASTLE USA INC., LICENSORS, LIGHTSQUARED INC., INCLUDING PRICING AGREEMENT (REASSIGNED TO LS LP)	\$ -
CROWN CASTLE USA INC.	MASTER LICENSE AND MASTER SERVICES AGREEMENT	LIGHTSQUARED LP	MASTER LICENSE AGREEMENT AND MASTER SERVICES AGREEMENT - AMENDMENT 1 - CROWN CASTLE USA INC., LIGHTSQUARED LP	\$ -
CROWN CASTLE USA INC.	MASTER SERVICES AGREEMENT	LIGHTSQUARED INC.	MASTER SERVICES AGREEMENT - CROWN CASTLE USA INC., LIGHTSQUARED INC.	\$ -
CROWN CASTLE USA INC.	MASTER SERVICES AGREEMENT	LIGHTSQUARED LP, ONE DOT SIX CORP.	MASTER SERVICES AGREEMENT, AMENDMENT 2 - CROWN CASTLE USA INC., LIGHTSQUARED LP, ONE DOT SIX CORP.	\$ -
CROWN CASTLE USA INC.	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS LLC	TRANSITION SERVICES AGREEMENT - CROWN CASTLE USA INC., TVCC ONE SIX HOLDINGS LLC, INCLUDING AMENDMENT 1 AND PARTIAL TERMINATION LETTER	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
CROWN COMMUNICATION LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN COMMUNICATION LLC - (DALLAS I) AND ONE DOT SIX CORP.	\$ -
CROWN COMMUNICATION LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN COMMUNICATION LLC - (PITTSBURGH I) AND ONE DOT SIX CORP.	\$ -
CROWN COMMUNICATION LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN COMMUNICATION LLC - (PITTSBURGH II) AND ONE DOT SIX CORP.	\$ -
CROWN COMMUNICATION LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN COMMUNICATION LLC - (SAINT LOUIS I) AND ONE DOT SIX CORP.	\$ -
DATAWATCH SYSTEMS	PURCHASE ORDER	LIGHTSQUARED LP	DATAWATCH SYSTEMS PURCHASE ORDER	\$0
DAVIDSON, ROBERT	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-DAVIDSON, ROBERT	\$ -
DEFAZIO, LUCY	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-DEFAZIO, LUCY	\$ -
DEOBALD, BRIAN	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-DEOBALD, BRIAN	\$ -
DEPARTMENT OF HOMELAND SECURITY	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	CALEA AGREEMENT - LIGHTSQUARED LP, US DEPARTMENT OF JUSTICE, DEPARTMENT OF HOMELAND SECURITY, FEDERAL BUREAU OF INVESTIGATION	\$ -
DEPT OF INDUSTRY OF CANADA (CANADA)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP; LIGHTSQUARED CORP.	MEXICO CITY MEMORANDUM OF UNDERSTANDING FOR THE INTERSYSTEM COORDINATION OF CERTAIN GEOSTATIONARY MOBILE SATELLITE SYSTEMS - DEPT OF INDUSTRY OF CANADA (CANADA), THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (INMARSAT), MINISTRY OF COMMUNICATIONS AND TRANSPORTATIONS OF THE UNITED MEXICAN STATES (MEXICO), FEDERAL COMMUNICATIONS COMMISSION OF THE UNITED STATES (US)	\$ -
DIAL TONE SERVICES	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	DIAL TONE SERVICES SERVICE PROVIDER AGREEMENT	\$ -
DIGITAL VOICE SYSTEM INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	VOICE CODEC LICENSE AGREEMENT - DIGITAL VOICE SYSTEMS, INC. (DVSI) AND LIGHTSQUARED CORP. (FKA TMI COMMUNICATIONS AND COMPANY, LIMITED PARTNERSHIP	\$ -
DIRECTV ENTERPRISED, LLC	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	LIGHTSQUARED SUBSIDIARY LLC	SATELLITE CONFIGURATION AGREEMENT BETWEEN DIRECTV ENTERPRISED, LLC AND LIGHTSQUARED SUBSIDIARY LLC (FKA MOBILE SATELLITE VENTURES SUBSIDIARY LLC)	\$ -
DOAN, TAI	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-DOAN, TAI	\$ -
DR. RAJENDRA SINGH	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP	ASSIGNMENT AGREEMENT - TELCOM SATELLITE VENTURES INC., DR. RAJENDRA SINGH AND LIGHTSQUARED LP	\$ -
DUKENET COMMUNICATIONS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	DUKENET COMMUNICATIONS, LLC - MASTER SERVICES AGREEMENT	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
DUTTA, SANTANU	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-DUTTA, SANTANU	\$ -
EARTHCOMM SOLUTIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	EARTHCOMM SOLUTIONS - WHOLESALE AGREEMENT	\$ -
EARTHLINK CARRIER	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	EARTHLINK CARRIER - MSA	\$ -
EATEL	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	EATEL - WHOLESALE AGREEMENT	\$ -
EATON INDUSTRIES (CANADA) COMPANY	MAINTENANCE AGREEMENT	LIGHTSQUARED CORP.	EATON INDUSTRIES (CANADA) COMPANY - SERVICE	\$ -
ELECTRIC LIGHTWAVE, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	ELECTRIC LIGHTWAVE, LLC - CARRIER ACCOUNT MSA	\$ -
ELEVATE INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	ELEVATE INC. - WHOLESALE AGREEMENT	\$ -
EMS TECHNOLOGIES	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	EMS TECHNOLOGIES - SERVICE PROVIDER, INCLUDING AMENDMENTS 1-3	\$ -
EMS TECHNOLOGIES CANADA LTD. (HONEYWELL)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	(HONEYWELL) EMS TECHNOLOGIES CANADA LTD. SERVICE PROVIDER AGREEMENT DATED 11/1/2007- INCLUDING AMENDMENTS 1-3	\$ -
ENBRIDGE	UTILITY	LIGHTSQUARED CORP.	ENBRIDGE PURCHASE ORDER	\$ -
ENDURANCE	INSURANCE	LIGHTSQUARED LP	INSURANCE-INDEPENDENT DIRECTOR LIABILITY	\$ -
EPI-COLORSPACE	SERVICE AGREEMENT	LIGHTSQUARED LP	EPI-COLORSPACE MARKETING	\$2,702.80
EQUINIX OPERATING CO., INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	EQUINIX OPERATING CO., INC. - MSA	\$ -
ESCO TECHNOLOGIES LLC	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	ESCO TECHNOLOGIES LLC - WHOLESALE AGREEMENT	\$ -
EVEREST	INSURANCE	LIGHTSQUARED LP	INSURANCE- SKYTERRA PUBLIC COMPANY RUN-OFF	\$ -
EXPERIS FINANCE US, LLC	CONSULTING AGREEMENT	LIGHTSQUARED LP	EXPERIS FINANCE US, LLC - CONSULTING AGREEMENT	\$47,292.32
FARNSWORTH, JOHN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-FARNSWORTH, JOHN	\$ -
FEDERAL BUREAU OF INVESTIGATION	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	CALEA AGREEMENT - LIGHTSQUARED LP, US DEPARTMENT OF JUSTICE, DEPARTMENT OF HOMELAND SECURITY, FEDERAL BUREAU OF INVESTIGATION	\$ -
FEDERAL BUREAU OF INVESTIGATION	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	GLENTEL AGREEMENT AMONG GLENTEL CORP., US DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION REGARDING BLANKET AUTHORITY TO OPERATE MOBILE EARTH TERMINALS TO COMMUNICATE WITH MSAT-1 (TRANSFERRING UNDER INFOSAT)	\$ -
FEDEX	SERVICE AGREEMENT	LIGHTSQUARED LP	FEDEX SHIPPING	\$426.68
FEDEX TECHCONNECT, INC.	SERVICE AGREEMENT	LIGHTSQUARED LP	FEDEX TECHCONNECT, INC. SHIPPING	\$5,606.33
FERGUSON, JAMES	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-FERGUSON, JAMES	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTORS	AGREEMENT NAME	CURE OBLIGATIONS
FIBERLIGHT	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FIBERLIGHT - MASTER SERVICES AGREEMENT	\$ -
FIBERTOWER NETWORK SERVICES CORP.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FIBERTOWER NETWORK SERVICES CORP. - MASTER SERVICES AGREEMENT	\$ -
FIELD, SEAN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-FIELD, SEAN	\$ -
FIRST GROUP ENGINEERING, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FIRST GROUP ENGINEERING, INC. - MSDA	\$ -
FLAT WIRELESS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	FLAT WIRELESS - CLEAR TALK - ROAMING AGREEMENT	\$ -
FMHC TELECOM GROUP, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FMHC TELECOM GROUP, INC. - MSDA	\$ -
FORZA TELECOM NPC, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FORZA TELECOM NPC, INC. - MSDA	\$ -
FPL FIBERNET, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FPL FIBERNET, LLC - MASTER SERVICES AGREEMENT	\$ -
FUGRO (FORMERLY OMNISTAR) PNC	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	FUGRO (FORMERLY OMNISTAR) PNC - PRIVATE NETWORK SATELLITE SERVICES AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
GATEWAY COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	GATEWAY COMMUNICATIONS - WHOLESALE AGREEMENT	\$ -
GE CAPITAL	SERVICE CONTRACT	LIGHTSQUARED LP	MERIDIAN - LEASE	\$1,399.17
GENESYS CONFERENCING	SERVICE AGREEMENT	LIGHTSQUARED LP	GENESYS CONFERENCING PURCHASE ORDER	\$2,806.84
GEPHARDT GROUP GOVERNMENT AFFAIRS LLC	REGULATORY CONSULTING	LIGHTSQUARED LP	GEPHARDT - GOVERNMENT AFFAIRS CONSULTING	\$20.00
GHADBAN, NAZEEH	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-GHADBAN, NAZEEH	\$ -
GILBERT & ASSOCIATES INC.	REGULATORY CONSULTING	LIGHTSQUARED LP	GILBERT ASSOCIATES - CONSULTING AMENDMENT NO. 4	\$ -
GLENTEL CORP.	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	GLENTEL AGREEMENT AMONG GLENTEL CORP., US DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION REGARDING BLANKET AUTHORITY TO OPERATE MOBILE EARTH TERMINALS TO COMMUNICATE WITH MSAT-1 (TRANSFERRING UNDER INFOSAT)	\$ -
GLENTEL INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	GLENTEL INC. - BSP SATELLITE SERVICES AGREEMENT	\$ -
GLENTEL INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	GLENTEL INC. - RADIO PURCHASE AGREEMENT	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (DALLAS IV) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (DETROIT II) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (ERIE I) AND ONE DOT SIX CORP.	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (PHILADELPHIA II) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (SALT LAKE I) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (SAN ANTONIO II) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (SEATTLE I) AND ONE DOT SIX CORP.	\$ -
GLOBAL TOWER LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	GLOBAL TOWER LLC - MASTER LEASE AGREEMENT	\$ -
GUPTA, RAMESH	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-GUPTA, RAMESH	\$ -
GVPL SATELLITE CONSULTING, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
HARBOR ENGINEERING INCORPORATED	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
HARRINGTON, ERIC	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-HARRINGTON, ERIC	\$ -
HARRIS CORPORATION	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
HARRISON CORPORATION	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TA 9907-10 AND AMENDMENT NO. 1 AND 2 - LIGHTSQUARED LP, WILLIS INSPACE DIVISION OF WILLIS MARYLAND, WILLIS INSPACE DIVISION OF WILLIS NY INC., WILLIS LTD, FRANCE, WILLIS LTD. UK, HARRISON CORPORATION, LIGHTSQUARED CORP. AND INSURANCE PROVIDERS	\$ -
HARVOR ENGINEERING INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING TA 3373-03 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., AND ROGER BELANGER	\$ -
HARVOR ENGINEERING INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
HENSON DBA KVANT	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	HENSON DBA KVANT - WHOLESALE AGREEMENT	\$ -
HEWITT, BELINDA	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-HEWITT, BELINDA	\$ -
HOME TOWN INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	HOME TOWN INC. - WHOLESALE AGREEMENT	\$ -
HOMETOWN TELECOM INC	WHOLESALE AGREEMENT	LIGHTSQUARED LP	HOMETOWN TELECOM INC- WHOLESALE	\$ -
HONEYWELL (FORMERLY EMS SATCOM)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	HONEYWELL (FORMERLY EMS SATCOM) SUBCONTRACT AGREEMENT - SUBCONTRACT AGREEMENT, INCLUDING AMENDMENTS 1-4	\$ -
HOUSTON CASUALTY	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
HOUSTON CASUALTY	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN OFF POLICY	\$ -
HUGHES NETWORK SYSTEMS, LLC	DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	HUGHES NETWORK SYSTEMS, LLC. - DESIGN, DEVELOPMENT AND SUPPLY OF SATELLITE BASE TRANSCEIVER, INCLUDING AMENDMENTS 1-4, AND INCLUDING LETTER AGREEMENT	\$ -
HUGHES NETWORKS LLC	DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	HUGHES NETWORKS LLC - DEVELOPMENT AND PRODUCTION OF TRANSCEIVER UNITS, INCLUDING AMENDMENTS 1-3	\$13,878.00
HUNSUCKER, OLIVER	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-HUNSUCKER, OLIVER	\$ -
HYATT CORPORATION DBA GRAND HYATT SAN FRANCISCO	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	HYATT CORPORATION, DBA GRAND HYATT SAN FRANCISCO - (NOCAL II) AND ONE DOT SIX CORP.	\$ -
HYDRO OTTAWA LTD.	UTILITY	LIGHTSQUARED LP	HYDRO OTTAWA PURCHASE ORDER	\$58,598.95
ICO SATELLITE SERVICES G.P.	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP	MUTUAL NON-ASSERTION AGREEMENT - LIGHTSQUARED LP AND ICO SATELLITE SERVICES G.P.	\$ -
IKON FINANCIAL SERVICES	SERVICE AGREEMENT	LIGHTSQUARED LP	IKON FINANCIAL SERVICES PURCHASE ORDER	\$2,410.92

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
IMPACT OFFICE PRODUCTS LLC	SERVICE AGREEMENT	LIGHTSQUARED LP	IMPACT OFFICE PRODUCTS LLC PURCHASE ORDER	\$ -
IMPERIAL COFFEE AND SERVICES INC.	SERVICE CONTRACT	LIGHTSQUARED LP	IMPERIAL COFFEE AND SERVICES INC.	\$ -
INDIAN HEALTH SERVICE	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	INDIAN HEALTH SERVICE	\$ -
INFOSAT COMMUNICATIONS LP	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	INFOSAT COMMUNICATIONS LP SERVICE PROVIDER AGREEMENT	\$ -
INMARSAT	COORDINATION AGREEMENT L-BAND	LIGHTSQUARED LP, SKYTERRA (CANADA) INC., LIGHTSQUARED INC.	AMENDED AND RESTATED COOPERATION AGREEMENT - INMARSAT, LIGHTSQUARED LP, SKYTERRA (CANADA) INC., LIGHTSQUARED INC., INCLUDING AMENDMENTS 1 AND 2	\$ -
INMARSAT (FORMERLY STRATOS)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	INMARSAT (FORMERLY STRATOS) - MSAT-1 SERVICE PROVIDER AGREEMENT AND AMENDMENT NO. 1	\$ -
INMARSAT (FORMERLY STRATOS)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	INMARSAT (FORMERLY STRATOS) - MSAT-2 SERVICE PROVIDER AGREEMENT AND AMENDMENT NO. 1	\$ -
INSURANCE UNDERWRITERS, INSURANCE BROKERS, AND INSURANCE CONSULTANTS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV1 MSV2 MSV3 AND MSV-SA TAA 2032-07 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL INC., AND INSURANCE UNDERWRITERS, INSURANCE BROKERS, AND INSURANCE CONSULTANTS	\$ -
INTEGRAL SYSTEMS, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP	INTEGRAL SYSTEMS TAA 2147-08 AND AMENDMENT NO. 1 - INTEGRAL SYSTEMS, INC., TELESAT CANADA, LIGHTSQUARED LP., SUSUMU FUJIMOTO	\$ -
INTELLIGENT DISCOVERY SOLUTIONS INC.	CONSULTING AGREEMENT	LIGHTSQUARED LP	INTELLIGENT DISCOVERY SOLUTIONS INC. PURCHASE ORDER	\$24,928.65
INTELSAT CORP.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	ON ORBIT TAA 3169-12 (REBASELINE OF -TAA 0607-10 AND 0795-02) LIGHTSQUARED LP AND U.S. PARTIES MCKNIGHT ASSOCIATES, INC., SATELLITE CONSULTING, INC., INTELSAT CORP., AND FOREIGN PARTIES LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA	\$ -
INTELSAT CORPORATION	PROPERTY LEASE (GATEWAY)	LIGHTSQUARED LP	INTELSAT CORPORATION - CO-LOCATION FACILITIES INTEGRATION SERVICES AND LICENSE AGREEMENT.	\$19,914.34
INTERGLOBE COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	INTERGLOBE COMMUNICATIONS - WHOLESALE	\$ -
INTERNATIONAL SATELLITE SERVICES INC.	CUSTOMER AGREEMENT - SATELLITE SERVICE AGREEMENT	LIGHTSQUARED LP	INTERNATIONAL SATELLITE SOLUTIONS (ISS) SATELLITE SERVICE AGREEMENT	\$ -
INTERNATIONAL SATELLITE SERVICES INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	ISS RADIO PURCHASE AGREEMENT AND AMENDMENT NO. 1	\$ -
INTRADO INC.	TELCO AGREEMENT	LIGHTSQUARED CORP.	INTRADO INC. PURCHASE ORDER	\$4,258.06
IRON MOUNTAIN - MSV	SERVICE AGREEMENT	LIGHTSQUARED LP	IRON MOUNTAIN - MSV PURCHASE ORDER	\$503.35

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
ISP STORE (THE)	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	ISP STORE (THE) - WHOLESALE AGREEMENT	\$ -
ITC GLOBAL (FORMERLY BROADPOINT)	CUSTOMER AGREEMENT - SERVICE PROVIDER	TMI COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP	ITC GLOBAL (FORMERLY BROADPOINT) SERVICE PROVIDER AGREEMENT	\$ -
J. LEE ASSOCIATES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	J. LEE ASSOCIATES, INC. - MSDA	\$ -
JAK AND ASSOCIATES DBA NTP WIRELESS, INC. - MSDA	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	JAK AND ASSOCIATES DBA NTP WIRELESS, INC. - MSDA	\$ -
JENA OPTRONIK GMBH	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
JOLT MOBILE INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	JOLT MOBILE INC. - WHOLESALE AGREEMENT	\$ -
JULIEN, EDMOND	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-JULIEN, EDMOND	\$ -
KARMA MOBILITY INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	KARMA MOBILITY INC. - WHOLESALE AGREEMENT	\$ -
KASE, JAMIESON	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-KASE, JAMIESON	\$ -
KCI TECHNOLOGIES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	KCI TECHNOLOGIES, INC. - MSDA	\$ -
LAFLAMME, MARC	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LAFLAMME, MARC	\$ -
LALONDE, RICHARD	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LALONDE, RICHARD	\$ -
LANDRIAULT, NICOLE	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LANDRIAULT, NICOLE	\$ -
LANDSAT SA DE CV	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	LANDSAT AGREEMENT SERVICE PROVIDER AGREEMENT	\$ -
LEGAULT,JEAN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LEGAULT, JEAN	\$ -
LEVEL 3 COMMUNICATIONS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	LEVEL 3 COMMUNICATIONS, LLC - MSA	\$86,209.13
LIBERTY	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN-OFF POLICY	\$ -
LIGHT TOWER FIBER LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	LIGHT TOWER FIBER LLC - MSA	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
LIGHTSQUARED CORP.	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED CORP. AND SKYTERRA (CANADA)INC.	LIGHTSQUARED CORP. AND SKYTERRA CANADA INC. - RIGHTS AND SERVICES AGREEMENT	\$ -
LIGHTSQUARED CORP.	INTERCOMPANY AGREEMENT (SPECTRUM)	SKYTERRA (CANADA)INC.; LIGHTSQUARED CORP.	SKYTERRA CANADA AND LIGHTSQUARED CORP. CAPACITY LEASE AGREEMENT	\$ -
LIGHTSQUARED LP	ATC TECHNOLOGIES IP LICENSE	ATC TECHNOLOGIES, LLC; LIGHTSQUARED LP	AMENDED & RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT - ATC TECHNOLOGIES, LLC AND LIGHTSQUARED LP	\$ -
LIGHTSQUARED LP	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP; SKYTERRA (CANADA) INC.	AMENDED & RESTATED SUBLICENSE AGREEMENT - LIGHTSQUARED LP AND SKYTERRA (CANADA) INC.	\$ -
LIGHTSQUARED LP	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED LP; SKYTERRA (CANADA) INC.	LETTER AGREEMENT RELATED TO INMARSAT COOPERATION AGREEMENT AND ALLOCATION OF SPECTRUM AMONG LIGHTSQUARED LP AND SKYTERRA (CANADA) INC.	\$ -
LIGHTSQUARED LP	INTERCOMPANY AGREEMENT (SPECTRUM)	SKYTERRA (CANADA)INC.; LIGHTSQUARED LP	SKYTERRA CANADA AND LIGHTSQUARED LP - SATELLITE DELIVERY AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
LIGHTSQUARED SUBSIDIARY LLC	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED SUBSIDIARY LLC; SKYTERRA (CANADA) INC.	LETTER AGREEMENT RELATED TO THE USE OF MSV-1 AND MSV-2 AS IN-ORBIT SPARE SATELLITES - LIGHTSQUARED SUBSIDIARY LLC (FKA MOBILE SATELLITE VENTURES SUBSIDIARY LLC), SKYTERRA (CANADA) INC. (FKA MOBILE SATELLITE VENTURES (CANADA) INC.)	\$ -
LINCOLN BENEFIT LIFE INSURANCE CO.	BENEFITS	LIGHTSQUARED LP	LINCOLN BENEFIT LIFE INSURANCE CO. PURCHASE ORDER	\$ -
LYNDEN INTERNATIONAL	PURCHASE ORDER	LIGHTSQUARED LP	LYNDEN INTERNATIONAL PURCHASE ORDER	\$789.41
M.D.L, CONSULTING, INC. DBA MDL CONSULTING, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	M.D.L, CONSULTING, INC. DBA MDL CONSULTING, INC. - MSDA	\$ -
MACDONALD, DETTWILER AND ASSOCIATES CORPORATION	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
MACDONALD, DONALD	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-MACDONALD, DONALD	\$ -
MARSHALL, ROBERT	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-MARSHALL, ROBERT	\$ -
MAXTON TECHNOLOGY INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	MAXTON TECHNOLOGY INC. - MSDA	\$ -
M-BANCO	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	M-BANCO - WHOLESALE AGREEMENT	\$ -
MCGRAW-HILL BROADCASTING COMPANY (KGTV)	SITE LEASE AGREEMENT - SCMS	LIGHTSQUARED LP	MCGRAW-HILL BROADCASTING COMPANY - CALIFORNIA LEASE	\$500.00

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
MCKNIGHT ASSOCIATES, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	ON ORBIT TAA 3169-12 (REBASELINE OF -TAA 0607-10 AND 0795-02) LIGHTSQUARED LP AND U.S. PARTIES MCKNIGHT ASSOCIATES, INC., SATELLITE CONSULTING, INC., INTELSAT CORP., AND FOREIGN PARTIES LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA	\$ -
MCKNIGHT ASSOCIATES, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
MELDRUM, ALEXANDER	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-MELDRUM, ALEXANDER	\$ -
MERIDIAN IMAGING SOLUTIONS	SERVICE AGREEMENT	LIGHTSQUARED LP	MERIDIAN IMAGING SOLUTIONS PURCHASE ORDER	\$54.56
MEXCOM LTD.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	MEXCOM SERVICE PROVIDER SERVICE PROVIDER AGREEMENT	\$ -
MEXICO CITY	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP	ARRANGEMENTS WITHIN THE FRAMEWORK ESTABLISHED BY THE MEXICO CITY MEMORANDUM OF UNDERSTANDING (SEE SECTION 4.17(A) OF THIS DISCLOSURE LETTER)	\$ -
MI FUTURE WIRELESS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	MI FUTURE WIRELESS - WHOLESALE AGREEMENT	\$ -
MICHAEL T. LYONS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
MINISTRY OF COMMUNICATIONS AND TRANSPORTATIONS OF THE UNITED MEXICAN STATES (MEXICO)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP	MEXICO CITY MEMORANDUM OF UNDERSTANDING FOR THE INTERSYSTEM COORDINATION OF CERTAIN GEOSTATIONARY MOBILE SATELLITE SYSTEMS – DEPT OF INDUSTRY OF CANADA (CANADA), THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (INMARSAT), MINISTRY OF COMMUNICATIONS AND TRANSPORTATIONS OF THE UNITED MEXICAN STATES (MEXICO), FEDERAL COMMUNICATIONS COMMISSION OF THE UNITED STATES (US)	\$ -
MODUS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	MODUS, INC. – MSDA	\$ -
MORENO, GONZALO	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-MORENO, GONZALO	\$ -
MS. ELIZABETH ANNE CREARY	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP	TA 0720-05 AND AMENDMENT NO. 1 LIGHTSQUARED LP AND MS. ELIZABETH ANNE CREARY	\$ -
MSA ARCHITECTURE AND PLANNING INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	MSA ARCHITECTURE AND PLANNING INC. – MSDA	\$ -
MSH TECHNOLOGIES INC.	NEXT GEN DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	MSH TECHNOLOGIES, INC. - AMENDMENT NO. 5	\$ -
MTSAT OPERATOR (JAPAN)	COORDINATION AGREEMENT L-BAND	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TRI-PARTITE MOBILE SATELLITE OPERATORS' COORDINATION AGREEMENT – MTSAT OPERATOR (JAPAN), LIGHTSQUARED US AND LIGHTSQUARED CANADA	\$ -
N/A	LIMITED LIABILITY COMPANY AGREEMENT	ATC TECHNOLOGIES, LLC	SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED LIABILITY COMPANY OF ATC TECHNOLOGIES, LLC DATED AS OF JUNE 8, 2010; AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED LIABILITY COMPANY OF ATC TECHNOLOGIES, LLC, DATED AS OF MAY 14, 2012	\$ -
N/A	PARTNERSHIP AGREEMENT	LIGHTSQUARED LP	SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF LIGHTSQUARED LP DATED OCTOBER 18, 2010; AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF LIGHTSQUARED LP DATED AS OF MAY 14, 2012	\$ -
N/A	LIMITED LIABILITY COMPANY AGREEMENT	LIGHTSQUARED NETWORK LLC	AGREEMENT OF LIMITED LIABILITY COMPANY OF LIGHTSQUARED NETWORK LLC DATED AS OF SEPTEMBER 14, 2010; AMENDMENT NO. 1 TO AGREEMENT OF LIMITED LIABILITY COMPANY OF LIGHTSQUARED NETWORK LLC DATED AS OF MAY 14, 2010	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
N/A	LIMITED LIABILITY COMPANY	LIGHTSQUARED SUBSIDIARY LLC	AMENDED AND RESTATED AGREEMENT OF LIMITED LIABILITY COMPANY OF SKYTERRA SUBSIDIARY LLC DATED AS OF OCTOBER 22, 2001 (AS FURTHER REVISED ON OCTOBER 2, 2008 TO UPDATE THE CORPORATE NAME); AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT OF LIMITED LIABILITY COMPANY OF LIGHTSQUARED SUBSIDIARY LLC DATED AS OF MAY 14, 2012	\$ -
N/A	LIMITED LIABILITY COMPANY AGREEMENT	SKYTERRA INVESTORS LLC	LIMITED LIABILITY COMPANY AGREEMENT OF MSV INVESTORS, LLC DATED AS OF NOVEMBER 23, 2001; AMENDMENT NO. 1 TO LIMITED LIABILITY COMPANY AGREEMENT OF SKYTERRA INVESTORS LLC DATED AS OF MAY 14, 2012	\$ -
N/A	LIMITED LIABILITY COMPANY AGREEMENT	SKYTERRA ROLLUP LLC	LIMITED LIABILITY COMPANY AGREEMENT OF MSV ROLLUP, LLC DATED AS OF APRIL 3, 2006; AMENDMENT NO. 1 TO LIMITED LIABILITY COMPANY AGREEMENT OF SKYTERRA ROLLUP LLC DATED AS OF MAY 14, 2012	\$ -
N/A	LIMITED LIABILITY COMPANY AGREEMENT	SKYTERRA ROLLUP SUB LLC	LIMITED LIABILITY COMPANY AGREEMENT OF SKYTERRA ROLLUP SUB LLC, DATED AS OF MAY 14, 2012	\$ -
N/A	PARTNERSHIP AGREEMENT	TMI COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP	FIRST AMENDED AND RESTATED PARTNERSHIP AGREEMENT OF TMI COMMUNICATIONS DELAWARE LP, DATED AS OF OCTOBER 28, 2010, BY AND BETWEEN SKYTERRA ROLLUP SUB LLC AND LIGHTSQUARED INVESTORS HOLDINGS INC.; AMENDMENT NO. 1 TO FIRST AMENDED AND RESTATED PARTNERSHIP AGREEMENT OF TMI COMMUNICATIONS DELAWARE LP, DATED AS OF MAY 14, 2012, BY AND BETWEEN SKYTERRA ROLLUP SUB LLC AND LIGHTSQUARED INVESTORS HOLDINGS INC.	\$ -
NADEAU, ALAIN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-NADEAU, ALAIN	\$ -
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION	COORDINATION AND TESTING AGREEMENT S-BAND	LIGHTSQUARED SUBSIDIARY LLC	NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND LIGHTSQUARED SUBSIDIARY LLC	\$ -
NATIONAL WIRELESS VENTURES, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	NATIONAL WIRELESS VENTURES , LLC -MSDA	\$ -
NAVIGATORS	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
NAVIGATORS	INSURANCE	LIGHTSQUARED LP	INSURANCE-INDEPENDENT DIRECTORS LIABILITY	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
NAVIGATORS	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN-OFF POLICY	\$ -
NEC CORPORATION	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
NEC TOSHIBA SPACE SYSTEMS, LTD.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GYPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
NETTALK.COM INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	NETTALK.COM INC. - WHOLESALE AGREEMENT	\$ -
NETWORK INNOVATIONS	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	NETWORK INNOVATIONS - SERVICE PROVIDER AGREEMENT	\$ -
NETWORK INNOVATIONS INC.	SERVICE AGREEMENT	LIGHTSQUARED LP	NETWORK INNOVATIONS INC. PURCHASE ORDER	\$ -
NEUSTAR INC.	TELCO AGREEMENT	LIGHTSQUARED LP	NEUSTAR INC. PURCHASE ORDER	\$3,171.00
NEWFOUNDLAND BROADCASTING CO LTD.	SITE LEASE AGREEMENT - SCMS	LIGHTSQUARED LP	NEWFOUNDLAND BROADCASTING CO. LTD. - LEASE AGREEMENT	\$1,363.29
NEXTG NETWORKS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	NEXTG NETWORKS, INC. - MASTER RF TRANSPORT AGREEMENT	\$ -
NI GOVERNMENT SERVICES	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	NI GOVERNMENT SERVICES - SERVICE PROVIDER AGREEMENT	\$1,120.96
NI SATELLITE INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	NI SATELLITE INC. - SERVICE PROVIDER AGREEMENT	\$ 92.15
NSA WIRELESS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	NSA WIRELESS, INC. - MSDA	\$ -
ONE DOT SIX CORP.	ONE DOT SIX - SPECTRUM LEASE	ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	LEASE PURCHASE AGREEMENT - ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
OP LLC	MASTER LICENSE AGREEMENT	ONE DOT SIX CORP., LIGHTSQUARED LP	MASTER LICENSE AGREEMENT - AMENDMENT 2 - CROWN CASTLE USA INC., LICENSORS, OP LLC, ONE DOT SIX CORP., LIGHTSQUARED LP	\$ -
OP LLC	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS, LLC	LONG TERM DE FACTO TRANSFER LEASE AGREEMENT - OP LLC, TVCC ONE SIX HOLDINGS, LLC	\$ -
OP LLC	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS LLC	MASTER AGREEMENT - CROWN CASTLE MM HOLDING LLC, OP LLC, TVCC ONE SIX HOLDINGS LLC	\$ -
OP LLC (MODEO)	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	LIGHTSQUARED SUBSIDIARY LLC	RESOLUTION AGREEMENT BETWEEN LIGHTSQUARED SUBSIDIARY LLC (FKA MOBILE SATELLITE VENTURES SUBSIDIARY LLC) AND OP LLC (MODEO)	\$ -
OPENRANGE COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	OPENRANGE COMMUNICATIONS - INITIAL NETWORK AGREEMENT	\$ -
OPENSOURCE INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	OPENSOURCE - APPLICATION SERVICE PROVIDER AGREEMENT	\$ -
ORACLE AMERICA, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	ORACLE AMERICA INC. - COMPUTER AND ADMINISTRATION SERVICES	\$ -
ORACLE AMERICA, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	ORACLE AMERICA INC. - LICENSE AND SERVICES AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
ORACLE AMERICA, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	ORACLE AMERICA, INC. - ORDERING DOCUMENT EXHIBIT AMENDMENT THREE	\$ -
ORACLE AMERICA, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	ORACLE AMERICA, INC. - ORDERING DOCUMENT/EXHIBIT AMENDMENT FOUR	\$ -
ORBIT LOGISTICS	SERVICE AGREEMENT	LIGHTSQUARED LP	ORBIT LOGISTICS A/K/A CLEMONS COURIER SERVICE, INC. - SERVICES AGREEMENT	\$15,632.27
OUTERLINK CORPORATION	CUSTOMER AGREEMENT - SATELLITE CAPACITY	LIGHTSQUARED LP	OUTERLINK SECOND AMENDED AND RESTATED PNC AGREEMENT, INCLUDING AMENDMENTS 1-7	\$ -
P. MARSHALL & ASSOCIATES, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	P. MARSHALL & ASSOCIATES, LLC - MSDA	\$ -
PACKER, CLIVE	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-PACKER, CLIVE	\$ -
PARIKH, AJAY	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-PARIKH, AJAY	\$ -
PENSIONFUND REALTY LIMITED	PROPERTY LEASE	LIGHTSQUARED CORP.	PENSIONFUND REALTY LIMITED - LEASE OF OTTAWA OFFICE SPACE	\$ -
PENSIONFUND REALTY LIMITED	PROPERTY LEASE	LIGHTSQUARED CORP.	PENSIONFUND REALTY LIMITED - PARKING LICENSE AGREEMENT	\$ -
PENSIONFUND REALTY LIMITED	PROPERTY LEASE (GATEWAY)	LIGHTSQUARED CORP.	PENSIONFUND REALTY LIMITED - GROUND LEASE & AMENDMENT 1	\$ -
PICKERING, ERIC	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-PICKERING, ERIC	\$ -
PINNACLE TOWERS ASSET HOLDING LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS ASSET HOLDING LLC - (ATLANTA I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS ASSET HOLDING LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS ASSET HOLDING LLC - (KANSAS CITY I) AND ONE DOT SIX CORP.	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
PINNACLE TOWERS ASSET HOLDING LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS ASSET HOLDING LLC - (MINNESOTA I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS III LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS III LLC - (ATLANTA II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS III LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS III LLC - (MIAMI II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS INC. - (CHICAGO III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS INC. - (CHICAGO IV) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (BALTIMORE) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (CHARLOTTE) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (CHICAGO II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (COLUMBIA) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DALLAS II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DALLAS III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DENVER II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DENVER III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DES MOINES) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (GREENSBORO) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (HOUSTON I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (LOS ANGELES II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (MIAMI I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (MILWAUKEE I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (MILWAUKEE II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NEW ORLEANS I) AND ONE DOT SIX CORP.	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NEW YORK I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NEW YORK II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NEW YORK III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NOCAL I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NOCAL III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NORFOLK) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (OKLAHOMA I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (OREGON I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (ORLANDO I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (PHILADELPHIA II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (SAN ANTONIO I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (SAN DIEGO I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (TAMPA I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (TAMPA II) AND ONE DOT SIX CORP.	\$ -
PITNEY BOWES	SERVICE AGREEMENT	LIGHTSQUARED LP	PITNEY BOWES PURCHASE ORDER	\$ -
PNG TELECOMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	PNG TELECOMMUNICATIONS - WHOLESALE AGREEMENT	\$ -
POLARIS LOGISTICS	SERVICE AGREEMENT	LIGHTSQUARED LP	POLARIS LOGISTICS PURCHASE ORDER	\$3,846.32
POLARIS LOGISTICS	SERVICE AGREEMENT	ONE DOT SIX CORP.	POLARIS LOGISTICS PURCHASE ORDER	\$4,512.54
PREVOST, NICHOLAS	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN- PREVOST, NICHOLAS	\$ -
PRINCETON TOWER DEVELOPMENT CORP.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	PRINCETON TOWER DEVELOPMENT CORP. - MSDA	\$ -
PROXIMITY MOBILITY INC	WHOLESALE AGREEMENT	LIGHTSQUARED LP	PROXIMITY MOBILITY- WHOLESALE	\$ -
PTACCESS NETWORKS - MSA	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	PTACCESS NETWORKS - MSA	\$ -
PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY - MASTER LICENSE AGREEMENT	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
PURCELL, THOMAS	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US- PURCELL, THOMAS	\$ -
PYRAMID NETWORK SERVICES, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	PYRAMID NETWORK SERVICES, LLC - MSDA	\$ -
QUALCOMM INCORPORATED	NEXT GEN DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	QUALCOMM INCORPORATED AMENDED & RESTATED TECHNOLOGY AGREEMENT, INCLUDING AMENDMENTS 1-6	\$380,000.00
QUANTUM NETWORKS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	QUANTUM NETWORKS - WHOLESALE AGREEMENT	\$ -
QWEST COMMUNICATIONS COMPANY DBA CENTURYLINK	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	QWEST COMMUNICATIONS COMPANY DBA CENTURYLINK - WHOLESALE SERVICES AGREEMENT	\$ -
QWEST CORPORATION	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	QWEST CORPORATION - WHOLESALE DATA SERVICES AGREEMENT	\$ -
RAVEN	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	RAVEN MOU INCLUDING AMENDMENT 1	\$ -
RED POCKET INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	RED POCKET MOBILE WHOLESALE AGREEMENT	\$ -
RG PARTNERS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	RG PARTNERS, INC. - MSDA	\$ -
RICOH CANADA INC.	SERVICE CONTRACT	LIGHTSQUARED CORP.	RICOH CANADA - BILL OF SALE	\$ -
RICOH USA	SERVICE AGREEMENT	LIGHTSQUARED LP	RICOH USA PURCHASE ORDER	\$2,197.56
RKF ENGINEERING SOLUTIONS LLC	PRODUCT DEVELOPMENT	LIGHTSQUARED LP	RKF-PROFESSIONAL SERVICES AND PRODUCT DEVELOPMENT	\$98,280.00
ROGER BELANGER	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
ROGER BELANGER	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING TA 3373-03 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., AND ROGER BELANGER	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
ROGER BELANGER	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
ROGER BELANGER	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
ROGERS BUSINESS SOLUTIONS	TELCO AGREEMENT	LIGHTSQUARED CORP.	ROGERS BUSINESS SOLUTIONS PURCHASE ORDER	\$2,333.74
ROGERS COMMUNICATIONS	TELCO AGREEMENT	LIGHTSQUARED CORP.	ROGERS COMMUNICATIONS PURCHASE ORDER	\$ -
ROSSEAU, HELEN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-ROSSEAU, HELEN	\$ -
RSUI INDEMNITY CO	INSURANCE	LIGHTSQUARED LP	INSURANCE- EXCESS LIABILITY	\$ -
RUAG SPACE AB	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
RUSSIAN SATELLITE COMMUNICATIONS COMPANY	COORDINATION AGREEMENT-L-BAND	LIGHTSQUARED LP, SKYTERRA (CANADA) INC.	AGREEMENT ON COOPERATION IN THE OPERATION OF MOBILE SATELLITE NETWORKS - LIGHTSQUARED LP, SKYTERRA (CANADA) INC., RUSSIAN SATELLITE COMMUNICATIONS COMPANY, INCLUDING DEEDS OF AMENDMENT 1 AND 2	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
SAAB SPACE AB	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
SAC WIRELESS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SAC WIRELESS, LLC - MSDA	\$ -
SAFT	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
SAFT	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
SATELLITE CONSULTING, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	ON ORBIT TAA 3169-12 (REBASELINE OF -TAA 0607-10 AND 0795-02) LIGHTSQUARED LP AND U.S. PARTIES MCKNIGHT ASSOCIATES, INC., SATELLITE CONSULTING, INC., INTELSAT CORP., AND FOREIGN PARTIES LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA	\$ -
SATNEWS PUBLISHERS	SUBSCRIPTION	LIGHTSQUARED LP	SATNEWS PUBLISHERS PURCHASE ORDER	\$3,000.00
SBA NETWORK SERVICES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SBA NETWORK SERVICES, INC. - MSDA	\$ -
SDC CONSULTING SOLUTIONS	CONSULTING AGREEMENT	LIGHTSQUARED LP	SDC CONSULTING SOLUTIONS - AMENDMENT NO. 1 TO CONSULTING AGREEMENT S/B AMENDMENT NO. 4 TO CONSULTING AGREEMENT	\$ -
SED SYSTEMS	PROPERTY LEASE (GATEWAY)	LIGHTSQUARED CORP.	SED SYSTEMS, A DIVISION OF CALIAN LTD. - SATELLITE FACILITIES LEASE AGREEMENT	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
SED SYSTEMS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
SED SYSTEMS, A DIVISION OF CALIAN LTD.	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
SED SYSTEMS, DIVISION OF CALIAN LTD.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
SELECTIVE SITE CONSULTANTS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SELECTIVE SITE CONSULTANTS, INC. - MSDA	\$ -
SERVICE MASTER OF CANADA	SERVICE AGREEMENT	LIGHTSQUARED CORP.	SERVICE MASTER OF CANADA PURCHASE ORDER	\$ -
SES AMERICOM, INC.	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	LIGHTSQUARED SUBSIDIARY LLC; SKYTERRA (CANADA) INC.	MSAT-2 TT&C AGREEMENT BETWEEN SES AMERICOM, INC., LIGHTSQUARED SUBSIDIARY LLC (FKA SKYTERRA SUBSIDIARY LLC) AND SKYTERRA (CANADA) INC.	\$ -
SES AMERICOM, INC.	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	LIGHTSQUARED SUBSIDIARY LLC	SES AMERICOM, INC. - LIGHTSQUARED SUBSIDIARY LLC (FKA SKYTERRA SUBSIDIARY LLC) TECHNICAL COORDINATION FOR COLLOCATED GEOSTATIONARY SATELLITE NETWORKS OPERATING IN THE STANDARD KU FREQUENCY BANDS INCLUDING AMENDMENTS 1 - 3	\$ -
SES AMERICOM, INC.	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	SKYTERRA (CANADA) INC.	SES AMERICOM, INC. - SKYTERRA (CANADA) INC. TECHNICAL COORDINATION FOR COLLOCATED GEOSTATIONARY SATELLITE NETWORKS OPERATING IN THE STANDARD KU FREQUENCY BANDS, INCLUDING AMENDMENTS 1 AND 2	\$ -
SHANK COMMUNICATION CO.	SERVICE AGREEMENT	LIGHTSQUARED LP	SHANK COMMUNICATION CO. PURCHASE ORDER	\$ -
SHARED SERVICES CANADA (FORMERLY PWGSC)	CUSTOMER AGREEMENT - SERVICE PROVIDER (GOVERNMENT CONTRACT)	LIGHTSQUARED CORP.	SHARED SERVICES CANADA - SERVICE PROVIDER AGREEMENT, INCLUDING AMENDMENTS 1-7	\$ -
SHARP CORPORATION	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SHARP CORPORATION INITIAL AGREEMENT	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
SHRED-IT OTTAWA	SERVICE AGREEMENT	LIGHTSQUARED CORP.	SHRED-IT OTTAWA PURCHASE ORDER	\$ -
SI WIRELESS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SI WIRELESS ROAMING AGREEMENT	\$ -
SIDERA NETWORKS	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SIDERA NETWORKS - MSA	\$ -
SIMON BIRCH	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
SIMPLEXITY MVNO SERVICES LLC	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SIMPLEXITY AGREEMENTS - WHOLESALE	\$ -
SITE LINK WIRELESS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SITE LINK WIRELESS, LLC - MSDA	\$ -
SKYBASE COMMUNICATION LLC	SERVICE AGREEMENT	LIGHTSQUARED LP	SKYBASE COMMUNICATION LLC PURCHASE ORDER	\$275.00
SKYBITZ INC.	CUSTOMER AGREEMENT - SATELLITE CAPACITY	LIGHTSQUARED LP	SKYBITZ PNC AGREEMENT, INCLUDING AMENDMENT NO. 1	\$ -
SKYMIRA LLC	SOFTWARE AGREEMENT	LIGHTSQUARED LP	SKYMIRA - GPS APPLICATION SERVICE AGREEMENT	\$3,380.96
SKYTERRA (CANADA) INC.	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP; SKYTERRA (CANADA) INC.	AMENDED & RESTATED SUBLICENSE AGREEMENT - LIGHTSQUARED LP AND SKYTERRA (CANADA) INC.	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED LP; SKYTERRA (CANADA) INC.	LETTER AGREEMENT RELATED TO INMARSAT COOPERATION AGREEMENT AND ALLOCATION OF SPECTRUM AMONG LIGHTSQUARED LP AND SKYTERRA (CANADA) INC.	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED SUBSIDIARY LLC; SKYTERRA (CANADA) INC.	LETTER AGREEMENT RELATED TO THE USE OF MSV-1 AND MSV-2 AS IN-ORBIT SPARE SATELLITES - LIGHTSQUARED SUBSIDIARY LLC (FKA MOBILE SATELLITE VENTURES SUBSIDIARY LLC), SKYTERRA (CANADA) INC. (FKA MOBILE SATELLITE VENTURES (CANADA) INC.)	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED CORP.; SKYTERRA (CANADA)INC.	LIGHTSQUARED CORP. AND SKYTERRA CANADA INC. - RIGHTS AND SERVICES AGREEMENT	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	SKYTERRA CANADA; LIGHTSQUARED CORP.	SKYTERRA CANADA AND LIGHTSQUARED CORP. CAPACITY LEASE AGREEMENT	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	SKYTERRA CANADA; LIGHTSQUARED LP	SKYTERRA CANADA AND LIGHTSQUARED LP - SATELLITE DELIVERY AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
SMARTERCAR	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SMARTERCAR - WHOLESALE AGREEMENT	\$ -
SMITH, DOUGLAS	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-SMITH, DOUGLAS	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
SMJ INTERNATIONAL	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SMJ INTERNATIONAL – MSDA	\$ -
SOLVASON-BROWN, KRISTJAN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-SOLVASON-BROWN, KRISTJAN	\$ -
SOMMERFELD, ROY	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-SOMMERFELD, ROY	\$ -
SOUNDTRACKER	CUSTOMER AGREEMENT – WHOLESALE	LIGHTSQUARED LP	SOUNDTRACKER – WHOLESALE AGREEMENT	\$ -
SPACECOM	DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	SPACECOM A/S DEVELOPMENT & SUPPLY AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
SPARKS PERSONNEL	STAFFING SERVICE AGREEMENT	LIGHTSQUARED LP	SPARKS PERSONNEL – STAFFING SERVICES	\$ -
SPECTRASITE COMMUNICATIONS LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	AMERICAN TOWERS INC. – SPECTRASITE COMMUNICATIONS LLC – MASTER TOWER SPACE LICENSE AGREEMENT, INCLUDING AMENDMENT 1	\$ -
SPRINT	TELCO AGREEMENT	LIGHTSQUARED LP	SPRINT PURCHASE ORDER	\$ -
STARR	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
STEARNS, GEOFFREY	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-STEARNS, GEOFFREY	\$ -
STS MEDIA	CUSTOMER AGREEMENT – WHOLESALE	LIGHTSQUARED LP	STS MEDIA – WHOLESALE AGREEMENT	\$ -
SURESITE CONSULTING GROUP, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SURESITE CONSULTING GROUP, LLC – MSDA	\$ -
SUSUMU FUJIMOTO	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP	INTEGRAL SYSTEMS TAA 2147-08 AND AMENDMENT NO. 1 – INTEGRAL SYSTEMS, INC., TELESAT CANADA, LIGHTSQUARED LP., SUSUMU FUJIMOTO	\$ -
TELCOM SATELLITE VENTURES INC.	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP	ASSIGNMENT AGREEMENT – TELCOM SATELLITE VENTURES INC., DR. RAJENDRA SINGH AND LIGHTSQUARED LP	\$ -
TELCOM VENTURES LLC	ONE DOT SIX – SPECTRUM LEASE	TVCC ONE SIX HOLDINGS LLC, CCTV ONE FOUR HOLDINGS LLC	OBE PATENT LICENSE AGREEMENT – TELCOM VENTURES LLC, TVCC ONE SIX HOLDINGS LLC, CCTV ONE FOUR HOLDINGS LLC	\$ -
TELECOM VENTURES	CUSTOMER AGREEMENT – WHOLESALE	LIGHTSQUARED LP	TELECOM VENTURES – WHOLESALE AGREEMENT	\$ -
TELESAT CANADA	SATELLITE OPERATIONAL AGREEMENT	LIGHTSQUARED CORP.	TELESAT – MIT FEE FOR SPACE DEBRIS TRACKING	\$ -
TELESAT CANADA	SATELLITE OPERATIONAL AGREEMENT	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TELESAT CANADA – OPERATIONAL SERVICES FOR MSAT-1 AGREEMENT NO. 705-M-155-14	\$ -
TELESAT CANADA	SATELLITE OPERATIONAL AGREEMENT	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TELESAT CANADA – OPERATIONAL SERVICES FOR MSAT-2 AGREEMENT NO. 705-M-155-15	\$ -
TELESAT CANADA	SATELLITE OPERATIONAL AGREEMENT	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TELESAT CANADA – OPERATIONAL SERVICES FOR MSV-1 AND MSV-2 SATELLITES, INCLUDING AMENDMENT 1	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
TELESAT CANADA	SERVICE CONTRACT	LIGHTSQUARED LP	TELESAT CANADA – ADMINISTRATIVE SERVICES AGREEMENT (OTTAWA FACILITIES)	\$ -
TELESAT CANADA	SITE LEASE AGREEMENT – SCMS	LIGHTSQUARED LP	TELESAT CANADA – RACK SPACE AGREEMENT – CALGARY	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA) INC.; LIGHTSQUARED CORP.	BOEING 10061-10A AND AMENDMENT – THE BOEING COMPANY, SKYTERRA (CANADA) INC., TELESAT CANADA AND LIGHTSQUARED CORP.	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS – BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVP L SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING TA 3373-03 AND AMENDMENTS – BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARBOR ENGINEERING INC., AND ROGER BELANGER	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP	INTEGRAL SYSTEMS TAA 2147-08 AND AMENDMENT NO. 1 – INTEGRAL SYSTEMS, INC., TELESAT CANADA, LIGHTSQUARED LP., SUSUMU FUJIMOTO	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 – 8 – LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	ON ORBIT TAA 3169-12 (REBASELINE OF -TAA 0607-10 AND 0795-02) LIGHTSQUARED LP AND U.S. PARTIES MCKNIGHT ASSOCIATES, INC., SATELLITE CONSULTING, INC., INTELSAT CORP., AND FOREIGN PARTIES LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
TELIASONERA INTERNATIONAL CARRIER, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TELIASONERA INTERNATIONAL CARRIER, INC. - MSA	\$ -
TELUS	TELCO AGREEMENT	LIGHTSQUARED CORP.	TELUS PURCHASE ORDER	\$ -
TELX ENTITIES	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TELX ENTITIES - MASTER TERMS AND CONDITION AGREEMENT	\$ -
TERRAPIN GEOGRAPHIC INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	TERRAPIN GEOGRAPHIC, INC. - END USER LICENSE AGREEMENT	\$ -
TERRESTAR NETWORKS [DISH]	ATC TECHNOLOGIES IP LICENSE	ATC TECHNOLOGIES, LLC	SECOND AMENDED & RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT - ATC TECHNOLOGIES, LLC AND TERRESTAR NETWORKS INC. (NOW DISH NETWORKS)	\$ -
TERRESTAR NETWORKS) [DISH]	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP; ATC TECHNOLOGIES, LLC	TERMINATION IP COST SHARING AGREEMENT-TERRESTAR NETWORKS [DISH] - TERMINATION AGREEMENT	\$ -
TESAT-SPACECOM GMBH & CO	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
THALES ALENIA SPACE ITALIA SPA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
THE BOEING COMPANY	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA) INC.; LIGHTSQUARED CORP.	BOEING 10061-10A AND AMENDMENT - THE BOEING COMPANY, SKYTERRA (CANADA) INC., TELESAT CANADA AND LIGHTSQUARED CORP.	\$ -
THE CELERIS GROUP, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	THE CELERIS GROUP, INC. - MSDA	\$ -
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (INMARSAT)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP	MEXICO CITY MEMORANDUM OF UNDERSTANDING FOR THE INTERSYSTEM COORDINATION OF CERTAIN GEOSTATIONARY MOBILE SATELLITE SYSTEMS - DEPT OF INDUSTRY OF CANADA (CANADA), THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (INMARSAT), MINISTRY OF COMMUNICATIONS AND TRANSPORTATIONS OF THE UNITED MEXICAN STATES (MEXICO), FEDERAL COMMUNICATIONS COMMISSION OF THE UNITED STATES (US)	\$ -
THE ISP STORE LLC	SERVICE AGREEMENT	LIGHTSQUARED LP	THE ISP STORE LLC- VALUE ADDED WIRELESS ACTIVATION SERVICES AGREEMENT	\$ -
THOMAS S MOORMAN JR	REGULATORY CONSULTING	LIGHTSQUARED LP	MOORMAN THOMAS S. JR. - PROFESSIONAL SERVICES AGREEMENT	\$ -
THOMAS, MARK	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-THOMAS, MARK	\$ -
THORPE, JAMES	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-THORPE, JAMES	\$ -
T-MOBILE USA, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	T-MOBILE USA, INC. - MASTER LICENSE AGREEMENT	\$ -
TOWER CLOUD	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TOWER CLOUD - MSA	\$ -
TOWER QUEST, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TOWER QUEST, INC. - MSDA	\$ -
TOWER RESOURCE MANAGEMENT, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TOWER RESOURCE MANAGEMENT, INC. - MSDA	\$ -
TOWERCO ASSETS LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TOWERCO ASSETS LLC - MASTER TOWER LICENSE AGREEMENT	\$ -
TRANSCEND WIRELESS LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TRANSCEND WIRELESS LLC - MSDA	\$ -
TRITON SECURITY INC.	SERVICE AGREEMENT	LIGHTSQUARED LP	TRITON SECURITY INC. FACILITIES	\$4,922.25

COUNTER PARTY	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
TVCC HOLDING COMPANY, LLC	ONE DOT SIX - SPECTRUM LEASE	ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	LEASE PURCHASE AGREEMENT - ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	\$ -
TVCC ONE SIX HOLDINGS LLC	ONE DOT SIX - SPECTRUM LEASE	ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	LEASE PURCHASE AGREEMENT - ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	\$ -
TWC COMMUNICATIONS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TWC COMMUNICATIONS, LLC - MSA	\$ -
UNITED PARCEL SERVICE	SERVICE AGREEMENT	LIGHTSQUARED LP	UNITED PARCEL SERVICE SHIPPING	\$40.00
US AND FOREIGN SATELLITE OWNERS/ OPERATORS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING OWNER OPERATORS CONFERENCE TAA 1958-06 AND AMENDMENT NO. 1 - BOEING SATELLITE SYSTEMS INTERNATIONAL INC. AND US AND FOREIGN SATELLITE OWNERS/ OPERATORS	\$ -
US DEPARTMENT OF DEFENSE	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	AGREEMENT FOR SHARING SPACE SITUATIONAL AWARENESS SERVICES BETWEEN LIGHTSQUARED LP AND US DEPARTMENT OF DEFENSE	\$ -
US DEPARTMENT OF JUSTICE	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	CALEA AGREEMENT - LIGHTSQUARED LP, US DEPARTMENT OF JUSTICE, DEPARTMENT OF HOMELAND SECURITY, FEDERAL BUREAU OF INVESTIGATION	\$ -
US DEPARTMENT OF JUSTICE	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	GLENTEL AGREEMENT AMONG GLENTEL CORP., US DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION REGARDING BLANKET AUTHORITY TO OPERATE MOBILE EARTH TERMINALS TO COMMUNICATE WITH MSAT-1 (TRANSFERRING UNDER INFOSAT)	\$ -
VCI GROUP, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	VCI GROUP, INC. - MSDA	\$ -
VELOCITEL, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	VELOCITEL, INC. - MSDA	\$ -
VELOCITY TELECOM	SERVICE AGREEMENT	LIGHTSQUARED LP	VELOCITY TELECOM PURCHASE ORDER	\$1,130.00
VERIZON	TELCO AGREEMENT	LIGHTSQUARED LP	VERIZON- ACCT 015243915111Y	\$19,776.83
VIASAT, INC.	CUSTOMER AGREEMENT - SATELLITE CAPACITY	LIGHTSQUARED LP	VIASAT, INC. - SATELLITE CAPACITY SERVICES AGREEMENT, INCLUDING AMENDMENT 1	\$ -
VIASAT, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
VIASAT, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP.	VIASAT INC. TAA 3678-12 - VIASAT, INC., AND LIGHTSQUARED CORP.	\$ -
VIASAT, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP.	VIASAT, INC. TA 1971-12 - VIASAT, INC., AND LIGHTSQUARED CORP.,	\$ -
VINETTE, MATHIEU	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-VINETTE, MATHIEU	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
VLADIMIR TAMARKIN	REGULATORY CONSULTING	LIGHTSQUARED CORP.	TSAT CONSULTING INC. - CONSULTING	\$ -
VOX COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	VOX COMMUNICATIONS - WHOLESALE AGREEMENT	\$ -
WAVE WIRELESS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	WAVE WIRELESS, LLC - MSDA	\$ -
WAVEBURST	CUSTOMER AGREEMENT - SERVICE PROVIDER	TMI COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP	WAVEBURST - SERVICE PROVIDER AGREEMENT, INCLUDING AMENDMENTS NO. 1-3	\$ -
WESTAR SATELLITE SERVICES LP	PROPERTY LEASE (GATEWAY)	LIGHTSQUARED LP	WESTAR SATELLITE SERVICES LP - CO-LOCATION, FACILITIES INTEGRATION, SERVICES AND LEASE AGREEMENT	\$92,359.10
WESTOWER COMMUNICATIONS INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	WESTOWER COMMUNICATIONS INC. - MSDA	\$ -
WILDFIRE HOTSPOTS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	WILDFIRE HOTSPOTS - WHOLESALE AGREEMENT	\$ -
WILLIS INSPACE DIVISION OF WILLIS MARYLAND	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TA 9907-10 AND AMENDMENT NO. 1 AND 2 - LIGHTSQUARED LP, WILLIS INSPACE DIVISION OF WILLIS MARYLAND, WILLIS INSPACE DIVISION OF WILLIS NY INC., WILLIS LTD, FRANCE, WILLIS LTD. UK, HARRISON CORPORATION, LIGHTSQUARED CORP. AND INSURANCE PROVIDERS	\$ -
WILLIS INSPACE DIVISION OF WILLIS NY INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TA 9907-10 AND AMENDMENT NO. 1 AND 2 - LIGHTSQUARED LP, WILLIS INSPACE DIVISION OF WILLIS MARYLAND, WILLIS INSPACE DIVISION OF WILLIS NY INC., WILLIS LTD, FRANCE, WILLIS LTD. UK, HARRISON CORPORATION, LIGHTSQUARED CORP. AND INSURANCE PROVIDERS	\$ -
WILLIS LTD. UK	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TA 9907-10 AND AMENDMENT NO. 1 AND 2 - LIGHTSQUARED LP, WILLIS INSPACE DIVISION OF WILLIS MARYLAND, WILLIS INSPACE DIVISION OF WILLIS NY INC., WILLIS LTD, FRANCE, WILLIS LTD. UK, HARRISON CORPORATION, LIGHTSQUARED CORP. AND INSURANCE PROVIDERS	\$ -
WILLIS OF MARYLAND	INSURANCE	LIGHTSQUARED LP	INSURANCE-SPACE/SATELLITE BROKER	\$ -
WIPRO LIMITED	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	WIPRO LIMITED - MSA	\$ -
WIRELESS FACILITIES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	WIRELESS FACILITIES, INC. - MSDA	\$ -
XATA CORPORATION	CUSTOMER AGREEMENT - SATELLITE CAPACITY	LIGHTSQUARED LP	XATA CORPORATION - PNSS AGREEMENT FOR EMULATION SERVICES	\$ -
XL	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN OFF POLICY	\$ -
XL	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -

COUNTER PARTY	CONTRACT TYPE	DEBTORS	AGREEMENT NAME	CURE OBLIGATIONS
XO COMMUNICATIONS SERVICES, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	XO COMMUNICATIONS SERVICES, LLC - CARRIER SERVICES AGREEMENT	\$ -
YOURTEL AMERICA INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	YOURTEL AMERICA INC. - WHOLESALE AGREEMENT	\$ -
ZAYO BANDWIDTH, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	ZAYO BANDWIDTH, LLC - THERNET CELL SITE BACKHAUL SERVICE AGREEMENT	\$ -
ZURICH AMERICAN INSURANCE COMPANY	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	ZURICH AMERICAN INSURANCE COMPANY (CHICAGO V) AND ONE DOT SIX CORP.	\$ -

Exhibit A-2

Blackline Comparison of Revised Schedule of Assumed Agreements

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
4G ACQUISITIONS LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	4G ACQUISITIONS LLC - MSDA	\$ -
ACCESS INTELLIGENCE LLC	AGREEMENT-SATELLITE CONFERENCE	LIGHTSQUARED LP	ACCESS INTELLIGENCE LLC-2014 SATELLITE CONFERENCE PURCHASE ORDER	\$ -
ACE	INSURANCE	LIGHTSQUARED LP	INSURANCE- D&O POLICY	\$ -
ADP INC.	AGREEMENT-PAYROLL	LIGHTSQUARED LP	ADP INC. PURCHASE ORDER	\$4,403.01
ADVANTA TECHNOLOGIES	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	ADVANTA TECHNOLOGIES - WHOLESALE	\$ -
AGHYSYS	SOFTWARE LICENSE AGREEMENT	LIGHTSQUARED LP	AGHYSYS - SOFTWARE LICENSE	\$ -
AIG-CHARTIS	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
AIRCADO	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	AIRCADO - WHOLESALE AGREEMENT	\$ -
AIRCOMM OF AVON LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	AIRCOMM OF AVON LLC - (CONNECTICUT I) AND ONE DOT SIX CORP.	\$ -
AIRPLUS INTERNATIONAL, INC.	TRAVEL SERVICE AGREEMENT	LIGHTSQUARED LP	AIRPLUS INTERNATIONAL, INC. - MASTER AGREEMENT	\$3,970.38
AIRTOUCH	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	AIRTOUCH - WHOLESALE AGREEMENT	\$ -
AIRTRAK INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	AIRTRAK INC. SERVICE PROVIDER AGREEMENT	\$ -
ALASKA COMMUNICATIONS	TELCO AGREEMENT	LIGHTSQUARED CORP.	ALASKA COMMUNICATIONS- ACCT 1782229	\$24.66
ALASKA PUBLIC MEDIA	SITE LEASE AGREEMENT - SCMS	LIGHTSQUARED LP	ALASKA PUBLIC TELECOMMUNICATIONS, INC. - LICENSE AGREEMENT	\$ -
ALCATEL-LUCENT USA INC.	NEXT GEN DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	ALCATEL-LUCENT - RESTATED DEVELOPMENT AGREEMENT	\$3,431,400
ALCATEL-LUCENT USA INC.	NEXT GEN DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	ALCATEL-LUCENT USA INC. - SUPPLY & SERVICES AGREEMENT, INCLUDING AMENDMENTS 1-3	\$1,637,000
ALIANI, MAQBOOL	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US- ALIANI, MAQBOOL	\$ -
ALLIED WORLD	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN-OFF POLICY	\$ -
ALLISON, STEPHEN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN- ALLISON, STEPHEN	\$ -
ALLSTREAM	TELCO AGREEMENT- ACCT 10000246454	LIGHTSQUARED CORP.	ALLSTREAM- ACCT 10000246454	\$ -

¹ The Debtors seek to ~~assume~~ are assuming, or ~~assume~~ assuming and ~~assign~~ assigning, the executory contracts and unexpired leases listed on this schedule pursuant to section 365 of the Bankruptcy Code and in connection with the Plan. Neither the exclusion nor inclusion of any contract or lease on this schedule shall constitute an admission by the Debtors that any such contract or lease is, or is not, in fact, an executory contract or unexpired lease. The Debtors and New LightSquared, with the consent of each New Investor, ~~have~~ have reserved the right to alter, amend, modify, or supplement this schedule at any time ~~prior to~~ through the effective date of, and in accordance with, the Plan. It should be noted that certain entries on this schedule include operating agreements for certain Debtors that the Debtors ~~will amend~~ are amending and ~~restate~~ restating in connection with the reorganization transactions contemplated by the Plan (to the extent necessary). In addition, certain entries include non-Debtor affiliates in the Debtor(s) column.

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
ALLSTREAM	TELCO AGREEMENT - ACCT 10000249880	LIGHTSQUARED CORP.	ALLSTREAM- ACCT 10000249880	\$ -
ALLSTREAM	TELCO AGREEMENT - ACCT 10000297971	LIGHTSQUARED CORP.	ALLSTREAM- ACCT 10000297971	\$ -
ALLSTREAM	TELCO AGREEMENT - ACCT 3392961	LIGHTSQUARED CORP.	ALLSTREAM- ACCT 3392961	\$ -
ALLSTREAM	TELCO AGREEMENT - ACCT CW0049744	LIGHTSQUARED CORP.	ALLSTREAM- ACCT CW0049744	\$ -
AMAZON WEB SERVICES LLC	SOFTWARE AGREEMENT	LIGHTSQUARED LP	AMAZON WEB SERVICE - WEB SERVICE AGREEMENT & AMENDMENT NO. 2	\$14,395.02
AMERICA 4-G INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	AMERICA 4-G INC. - WHOLESALE AGREEMENT	\$ -
AMERICAN TOWERS INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	AMERICAN TOWERS INC. - SPECTRASITE COMMUNICATIONS LLC - MASTER TOWER SPACE LICENSE AGREEMENT, INCLUDING AMENDMENT 1	\$ -
AMERICAN TOWERS INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	AMERICAN TOWERS INC. - SPECTRASITE COMMUNICATIONS LLC - MASTER TOWER SPACE LICENSE AGREEMENT, INCLUDING AMENDMENT 1	\$ -
AMPAC ISP (UK) LIMITED	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
AON RISK SERVICES NORTHEAST INC.	INSURANCE	LIGHTSQUARED LP	AON RISK SERVICES NORTHEAST INC. D&O POLICIES/EPLI	\$ -
ARCH	INSURANCE	LIGHTSQUARED LP	D&O POLICIES	\$ -
ARGO	INSURANCE	LIGHTSQUARED LP	D&O POLICIES	\$ -
ARIZONA PUBLIC SERVICE COMPANY	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	ARIZONA PUBLIC SERVICE COMPANY - MASTER TERMS AND CONDITIONS FOR SITE LICENSE	\$ -
ASTRUM COMUNICACIONES, SA DE CV	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	ASTRUM SERVICE PROVIDER AGREEMENT, INCLUDING AMENDMENT 1	\$ -
AT&T CORP.	TELCO AGREEMENT	LIGHTSQUARED LP	AT&T CORP. WHOLESALE MASTER SERVICE AGREEMENT	\$14,415,602,116.12
AT&T GLOBAL SERVICES CANADA CO.	TELCO AGREEMENT	LIGHTSQUARED CORP.	AT&T GLOBAL SERVICES CANADA CO. PURCHASE ORDER	\$ -
ATC TECHNOLOGIES, LLC	ATC TECHNOLOGIES IP LICENSE	ATC TECHNOLOGIES, LLC; LIGHTSQUARED LP	AMENDED & RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT - ATC TECHNOLOGIES, LLC AND LIGHTSQUARED LP	\$ -
ATLANTIC COAST COMMUNICATIONS	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	ATLANTIC COAST COMMUNICATIONS LLC - (NEW JERSEY II) AND ONE DOT SIX CORP.	\$ -

COUNTER PARTY'	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
AUSTRALIAN ADMINISTRATION SATELLITE NETWORKS (AUSSAT)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP	CONFIRMATION OF COORDINATION BETWEEN AUSSAT AND LIGHTSQUARED MSV-1A SATELLITE NETWORK	\$ -
AUSTRALIAN ADMINISTRATION SATELLITE NETWORKS (AUSSAT)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED BERMUDA LTD.	COORDINATION AGREEMENT, LIGHTSQUARED BERMUDA LTD., AUSTRALIAN ADMINISTRATION SATELLITE NETWORKS (AUSSAT)	\$ -
BALFOUR, SCOTT	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BALFOUR, SCOTT	\$ -
BALTIMORE GAS AND ELECTRIC COMPANY	UTILITY	LIGHTSQUARED LP	BALTIMORE GAS AND ELECTRIC COMPANY PURCHASE ORDER	\$010.06
BARAN TELECOM, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	BARAN TELECOM, INC. - MSDA	\$ -
BARRATT, JEFFREY	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BARRATT, JEFFREY	\$ -
BCI COMMUNICATIONS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	BCI COMMUNICATIONS, INC. - MSDA	\$ -
BDC PARKRIDGE LLC	PROPERTY LEASE	LIGHTSQUARED LP	BDC PARKRIDGE LLC (FORMERLY APA PROPERTIES NO. 10, LP) - 10802 PARKRIDGE RESTON, VA OFFICE LEASE, <u>AS AMENDED</u>	\$16,422.46
BELANGER, ALAIN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BELANGER, ALAIN	\$ -
BELIVEAU, GREG	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BELIVEAU,GREG	\$ -
BELL CANADA	TELCO AGREEMENT	LIGHTSQUARED CORP.	BELL CANADA- ACCT 300005857	\$ -
BELL MOBILITY INC.	TELCO AGREEMENT	LIGHTSQUARED CORP.	BELL MOBILITY INC. - ACCT 515412297	\$ -
BENJAMIN, JAMES	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-BENJAMIN, JAMES	\$ -
BERKSHIRE HATHAWAY	INSURANCE	LIGHTSQUARED LP	INSURANCE- INDEPENDENT DIRECTORS LIABILITY	\$ -
BEST BUY	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	BEST BUY - 4G-LTE SCOPING PROJECT	\$ -
BEST BUY	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	BEST BUY WHOLESALE DISTRIBUTION AGREEMENT, INCLUDING AMENDMENTS 1-6	\$ -
BIVIS INVESTMENTS LTD.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
BLOOMBERG FINANCE LP	SUBSCRIPTION AGREEMENT	LIGHTSQUARED LP	BLOOMBERG FINANCE LP PURCHASE ORDER	\$506.66
BOEING SATELLITE SYSTEMS INC.	SATELLITE AGREEMENT	LIGHTSQUARED LP	BOEING SATELLITE CONSTRUCTION CONTRACT - AS AMENDED & RESTATED IN AMENDMENT NO. 4	\$4,193,684.23 <u>5,043,684.</u> 63

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
BOEING SATELLITE SYSTEMS INTERNATIONAL INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV1 MSV2 MSV3 AND MSV-SA TAA 2032-07 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL INC., AND INSURANCE UNDERWRITERS, INSURANCE BROKERS, AND INSURANCE CONSULTANTS	\$ -
BOEING SATELLITE SYSTEMS INTERNATIONAL INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING OWNER OPERATORS CONFERENCE TAA 1958-06 AND AMENDMENT NO. 1 - BOEING SATELLITE SYSTEMS INTERNATIONAL INC. AND US AND FOREIGN SATELLITE OWNERS/ OPERATORS	\$ -
BOEING SATELLITE SYSTEMS INTERNATIONAL, INC.	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
BOEING SATELLITE SYSTEMS INTERNATIONAL, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
BOEING SATELLITE SYSTEMS INTERNATIONAL, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING TA 3373-03 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., AND ROGER BELANGER	\$ -
BOUGHTON, BRENDAN	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-BOUGHTON, BRENDAN	\$ -
BRATCHER, DENISE	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-BRATCHER, DENISE	\$ -
BRIGHT HOUSE NETWORKS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	BRIGHT HOUSE NETWORKS, LLC - MSA	\$ -
BRIGHTSTAR US INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	BRIGHTSTAR US INC. - PREFERRED DISTRIBUTOR PROGRAM	\$ -
BROADCORE	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	BROADCORE - WHOLESALE AGREEMENT	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
BSSI SUBCONTRACTORS SED SYSTEMS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT- SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
BUSINESS TECHNOLOGY SERVICES INC.	CONSULTING AGREEMENT	LIGHTSQUARED LP	BUSINESS TECHNOLOGY SERVICES, INC., (BIZTECH) - MASTER SERVICES AGREEMENT	\$10,479.00
C. DAVIS ASSOCIATES INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	C. DAVIS ASSOCIATES INC. - MSDA	\$ -
CABLEVISION LIGHTPATH INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	CABLEVISION LIGHTPATH INC. - MSA	\$ -
CALAMP (FORMERLY WIRELESS MATRIX)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	CALAMP (FORMERLY WIRELESS MATRIX) AMENDED & RESTATED SERVICE PROVIDER AGREEMENT AND AMENDMENTS NO. 1-4	\$ -
CALLAHAN COMMUNICATION SERVICES	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	CALLAHAN COMMUNICATION SERVICES - MSDA	\$ -
CAMERON, JULIEN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN- CAMERON, JULIEN	\$ -
CARLISLE, JEFFREY	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US- CARLISLE, JEFFREY	\$ -
CATANA, DIANA	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN- CATANA, DIANA	\$ -
CELLULAR PRODUCTS DISTRIBUTORS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	CELLULAR PRODUCTS DISTRIBUTORS - WHOLESALE AGREEMENT	\$ -
CELLULAR SOUTH, INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	CELLULAR SOUTH ROAMING AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
CENTERBEAM INC.	SERVICE CONTRACT	LIGHTSQUARED LP	CENTERBEAM, INC., - CUSTOMER- FIRST AGREEMENT	\$7,241.74
CENX, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	CENX, INC. - MASTER SERVICES AGREEMENT	\$ -
CERIDIAN LIFE WORKS SERVICES	HR BENEFITS	LIGHTSQUARED CORP.	CERIDIAN LIFE WORKS SERVICES PURCHASE ORDER	\$94.56
CERIDIAN LIFE WORKS SERVICES	HR BENEFITS	LIGHTSQUARED LP	CERIDIAN LIFE WORKS SERVICES PURCHASE ORDER	\$108.12
CHARLTON, THOMAS	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN- CHARLTON, THOMAS	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- US PROPERTY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- FLOOD	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- EARTHQUAKE	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- US GENERAL LIABILITY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- INFORMATION & NETWORK TECHNOLOGY ERRORS AND OMISSIONS	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- HIRED/NON-OWNED AUTO	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- CANADIAN PACKAGE POLICY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- EXPORTERS PACKAGE	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE-WORKERS COMPENSATION	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- UMBRELLA LIABILITY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- FIDUCIARY LIABILITY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- SPECIAL COVERAGES	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- EMPLOYMENT PRACTICES LIABILITY	\$ -
CHUBB	INSURANCE	LIGHTSQUARED LP	INSURANCE- SKYTERRA PUBLIC COMPANY RUN OFF POLICY	\$ -
CINTAS CORP.	SERVICE AGREEMENT	LIGHTSQUARED LP	CINTAS CORP. FACILITIES	\$646.45
CITYSCAPE	SERVICE AGREEMENT	LIGHTSQUARED CORP.	CITYSCAPE FACILITIES	\$1,073.50
CIVIL SOLUTIONS INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	CIVIL SOLUTIONS INC. - MSDA	\$ -
CNA	INSURANCE	LIGHTSQUARED LP	INSURANCE-CARGO	\$ -
CNA	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
COLE INTERNATIONAL	SERVICE AGREEMENT	LIGHTSQUARED CORP.	COLE INTERNATIONAL- CUSTOMS CLEARANCE	\$ -
COM DEV LTDINTERNATIONAL LTD.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
COMCAST BUSINESS COMMUNICATIONS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	COMCAST BUSINESS COMMUNICATIONS, LLC - MASTER SERVICES AGREEMENT	\$ -
COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC - MASTER SERVICES AGREEMENT AND AMENDMENT NO. 1	\$ -
COMCAST COMMUNICATIONS	TELCO AGREEMENT	LIGHTSQUARED LP	COMCAST COMMUNICATIONS PURCHASE ORDER	\$451.71
COMPASS TECHNOLOGY SERVICES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	COMPASS TECHNOLOGY SERVICES, INC. - MSDA PURCHASE ORDER	\$ -
CONCUR TECHNOLOGIES, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	CONCUR TECHNOLOGIES, INC. SUCCESSOR IN INTEREST TO GELCO INFORMATION NETWORK INC. PURCHASE ORDER	\$6,438,881 <u>615.01</u>
CONN, ROBERT	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-CONN, ROBERT	\$ -
COUSINEAU, BERNARD	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-COUSINEAU, BERNARD	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
COX COMMUNICATIONS	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	COX COMMUNICATIONS - MASTER SERVICES AGREEMENT	\$ -
COX COMMUNICATIONS	TELCO AGREEMENT	LIGHTSQUARED LP	COX COMMUNICATIONS- ACCT 001 3110 115698201	\$45.57
CRANDALL, JENNY	EMPLOYMENT AGRBEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-CRANDALL, JENNY	\$ -
CREARY, ELIZABETH	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-CREARY, ELIZABETH	\$ -
CRICKET COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	CRICKET COMMUNICATIONS ROAMING AGREEMENT, INCLUDING AMENDMENTS 1-5	\$ -
CROWN ATLANTIC COMPANY LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN ATLANTIC COMPANY LLC - (PHOENIX I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE GT COMPANY LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE GT COMPANY LLC - (AUSTIN I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE GT COMPANY LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE GT COMPANY LLC - (CHICAGO I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE GT COMPANY LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE GT COMPANY LLC - (CLEVELAND I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE MM HOLDING LLC	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS LLC	MASTER AGREEMENT - CROWN CASTLE MM HOLDING LLC, OP LLC, TVCC ONE SIX HOLDINGS LLC	\$ -
CROWN CASTLE MU LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE MU LLC - (LAS VEGAS I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE MU LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE MU LLC - (LOS ANGELES I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE NG NETWORKS INC.	LP LEASE AGREEMENT	LIGHTSQUARED LP	CROWN CASTLE NG NETWORKS INC. PURCHASE ORDER	\$ -
CROWN CASTLE PR LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE PR LLC - (SAN JUAN I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE SOUTH LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE SOUTH LLC - (JACKSONVILLE) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE TOWERS	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN CASTLE TOWERS 06-2 LLC - (DETROIT I) AND ONE DOT SIX CORP.	\$ -
CROWN CASTLE USA INC.	MASTER LICENSE AGREEMENT	ONE DOT SIX CORP., LIGHTSQUARED LP	MASTER LICENSE AGREEMENT - AMENDMENT 2 - CROWN CASTLE USA INC., LICENSORS, OP LLC, ONE DOT SIX CORP., LIGHTSQUARED LP	\$ -
CROWN CASTLE USA INC.	MASTER LICENSE AGREEMENT	LIGHTSQUARED LP	MASTER LICENSE AGREEMENT - CROWN CASTLE USA INC., LICENSORS, LIGHTSQUARED INC., INCLUDING PRICING AGREEMENT (REASSIGNED TO LS LP)	\$ -
CROWN CASTLE USA INC.	MASTER LICENSE AND MASTER SERVICES AGREEMENT	LIGHTSQUARED LP	MASTER LICENSE AGREEMENT AND MASTER SERVICES AGREEMENT - AMENDMENT 1 - CROWN CASTLE USA INC., LIGHTSQUARED LP	\$ -
CROWN CASTLE USA INC.	MASTER SERVICES AGREEMENT	LIGHTSQUARED INC.	MASTER SERVICES AGREEMENT - CROWN CASTLE USA INC., LIGHTSQUARED INC.	\$ -
CROWN CASTLE USA INC.	MASTER SERVICES AGREEMENT	LIGHTSQUARED LP, ONE DOT SIX CORP.	MASTER SERVICES AGREEMENT, AMENDMENT 2 - CROWN CASTLE USA INC., LIGHTSQUARED LP, ONE DOT SIX CORP.	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
CROWN CASTLE USA INC.	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS LLC	TRANSITION SERVICES AGREEMENT - CROWN CASTLE USA INC., TVCC ONE SIX HOLDINGS LLC, INCLUDING AMENDMENT 1 AND PARTIAL TERMINATION LETTER	\$ -
CROWN COMMUNICATION LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN COMMUNICATION LLC - (DALLAS I) AND ONE DOT SIX CORP.	\$ -
CROWN COMMUNICATION LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN COMMUNICATION LLC - (PITTSBURGH I) AND ONE DOT SIX CORP.	\$ -
CROWN COMMUNICATION LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN COMMUNICATION LLC - (PITTSBURGH II) AND ONE DOT SIX CORP.	\$ -
CROWN COMMUNICATION LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	CROWN COMMUNICATION LLC - (SAINT LOUIS I) AND ONE DOT SIX CORP.	\$ -
DATAWATCH SYSTEMS	PURCHASE ORDER	LIGHTSQUARED LP	DATAWATCH SYSTEMS PURCHASE ORDER	\$0
DAVIDSON, ROBERT	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-DAVIDSON, ROBERT	\$ -
DEFAZIO, LUCY	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-DEFAZIO, LUCY	\$ -
DEOBALD, BRIAN	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-DEOBALD, BRIAN	\$ -
DEPARTMENT OF HOMELAND SECURITY	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	CALEA AGREEMENT - LIGHTSQUARED LP, US DEPARTMENT OF JUSTICE, DEPARTMENT OF HOMELAND SECURITY, FEDERAL BUREAU OF INVESTIGATION	\$ -
DEPT OF INDUSTRY OF CANADA (CANADA)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP; LIGHTSQUARED CORP.	MEXICO CITY MEMORANDUM OF UNDERSTANDING FOR THE INTERSYSTEM COORDINATION OF CERTAIN GEOSTATIONARY MOBILE SATELLITE SYSTEMS - DEPT OF INDUSTRY OF CANADA (CANADA), THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (INMARSAT), MINISTRY OF COMMUNICATIONS AND TRANSPORTATIONS OF THE UNITED MEXICAN STATES (MEXICO), FEDERAL COMMUNICATIONS COMMISSION OF THE UNITED STATES (US)	\$ -
DIAL TONE SERVICES	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	DIAL TONE SERVICES SERVICE PROVIDER AGREEMENT	\$ -
DIGITAL VOICE SYSTEM INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	VOICE CODEC LICENSE AGREEMENT - DIGITAL VOICE SYSTEMS, INC. (DVSI) AND LIGHTSQUARED CORP. (FKA TMI COMMUNICATIONS AND COMPANY, LIMITED PARTNERSHIP)	\$ -
DIRECTV ENTERPRISED, LLC	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	LIGHTSQUARED SUBSIDIARY LLC	SATELLITE CONFIGURATION AGREEMENT BETWEEN DIRECTV ENTERPRISED, LLC AND LIGHTSQUARED SUBSIDIARY LLC (FKA MOBILE SATELLITE VENTURES SUBSIDIARY LLC)	\$ -
DOAN, TAI	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-DOAN, TAI	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
DR. RAJENDRA SINGH	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP	ASSIGNMENT AGREEMENT - TELCOM SATELLITE VENTURES INC., DR. RAJENDRA SINGH AND LIGHTSQUARED LP	\$ -
DUKETNET COMMUNICATIONS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	DUKETNET COMMUNICATIONS, LLC - MASTER SERVICES AGREEMENT	\$ -
DUTTA, SANTANU	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-DUTTA, SANTANU	\$ -
EARTHCOMM SOLUTIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	EARTHCOMM SOLUTIONS - WHOLESALE AGREEMENT	\$ -
EARTHLINK CARRIER	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	EARTHLINK CARRIER - MSA	\$ -
EATEL	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	EATEL - WHOLESALE AGREEMENT	\$ -
EATON INDUSTRIES (CANADA) COMPANY	MAINTENANCE AGREEMENT	LIGHTSQUARED CORP.	EATON INDUSTRIES (CANADA) COMPANY - SERVICE	\$ -
ESCO INTERIOR MAINTENANCE INC.	SERVICE AGREEMENT	LIGHTSQUARED LP	ESCO INTERIOR MAINTENANCE INC. FACILITIES	2,500.00
ELECTRIC LIGHTWAVE, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	ELECTRIC LIGHTWAVE, LLC - CARRIER ACCOUNT MSA	\$ -
ELEVATE INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	ELEVATE INC. - WHOLESALE AGREEMENT	\$ -
EMS TECHNOLOGIES	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	EMS TECHNOLOGIES - SERVICE PROVIDER, INCLUDING AMENDMENTS 1-3	\$ -
EMS TECHNOLOGIES CANADA LTD. (HONEYWELL)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	(HONEYWELL) EMS TECHNOLOGIES CANADA LTD. SERVICE PROVIDER AGREEMENT DATED 11/1/2007- INCLUDING AMENDMENTS 1-3	\$ -
ENBRIDGE	UTILITY	LIGHTSQUARED CORP.	ENBRIDGE PURCHASE ORDER	\$ -
ENDURANCE	INSURANCE	LIGHTSQUARED LP	INSURANCE-INDEPENDENT DIRECTOR LIABILITY	\$ -
EPI-COLORSPACE	SERVICE AGREEMENT	LIGHTSQUARED LP	EPI-COLORSPACE MARKETING	\$2,702.80
EQUINIX OPERATING CO., INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	EQUINIX OPERATING CO., INC. - MSA	\$ -
ESCO TECHNOLOGIES LLC	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	ESCO TECHNOLOGIES LLC - WHOLESALE AGREEMENT	\$ -
EVEREST	INSURANCE	LIGHTSQUARED LP	INSURANCE- SKYTERRA PUBLIC COMPANY RUN-OFF	\$ -
EXPERIS FINANCE US, LLC	CONSULTING AGREEMENT	LIGHTSQUARED LP	EXPERIS FINANCE US, LLC -CONSULTING AGREEMENT	\$47,292.32
FARNSWORTH, JOHN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-FARNSWORTH, JOHN	\$ -
FEDERAL BUREAU OF INVESTIGATION	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	CALEA AGREEMENT - LIGHTSQUARED LP, US DEPARTMENT OF JUSTICE, DEPARTMENT OF HOMELAND SECURITY, FEDERAL BUREAU OF INVESTIGATION	\$ -
FEDERAL BUREAU OF INVESTIGATION	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	GLENTEL AGREEMENT AMONG GLENTEL CORP., US DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION REGARDING BLANKET AUTHORITY TO OPERATE MOBILE EARTH TERMINALS TO COMMUNICATE WITH MSAT-1 (TRANSFERRING UNDER INFOSAT)	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
FEDEX	SERVICE AGREEMENT	LIGHTSQUARED LP	FEDEX SHIPPING	\$426.68
FEDEX TECHCONNECT, INC.	SERVICE AGREEMENT	LIGHTSQUARED LP	FEDEX TECHCONNECT, INC. SHIPPING	\$5,606.33
FERGUSON, JAMES	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-FERGUSON, JAMES	\$ -
FIBERLIGHT	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FIBERLIGHT - MASTER SERVICES AGREEMENT	\$ -
FIBERTOWER NETWORK SERVICES CORP.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FIBERTOWER NETWORK SERVICES CORP. - MASTER SERVICES AGREEMENT	\$ -
FIELD, SEAN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-FIELD, SEAN	\$ -
FIRST GROUP ENGINEERING, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FIRST GROUP ENGINEERING, INC. - MSDA	\$ -
FLAT WIRELESS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	FLAT WIRELESS - CLEAR TALK - ROAMING AGREEMENT	\$ -
FMHC TELECOM GROUP, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FMHC TELECOM GROUP, INC. - MSDA	\$ -
FORZA TELECOM NPC, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FORZA TELECOM NPC, INC. - MSDA	\$ -
FPL FIBERNET, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	FPL FIBERNET, LLC - MASTER SERVICES AGREEMENT	\$ -
FUGRO (FORMERLY OMNISTAR) PNC	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	FUGRO (FORMERLY OMNISTAR) PNC - PRIVATE NETWORK SATELLITE SERVICES AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
GATEWAY COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	GATEWAY COMMUNICATIONS - WHOLESALE AGREEMENT	\$ -
GE CAPITAL	SERVICE CONTRACT	LIGHTSQUARED LP	MERIDIAN - LEASE	\$1,399.17
GENESYS CONFERENCING	SERVICE AGREEMENT	LIGHTSQUARED LP	GENESYS CONFERENCING PURCHASE ORDER	\$2,806.84
GEPHARDT GROUP GOVERNMENT AFFAIRS LLC	REGULATORY CONSULTING	LIGHTSQUARED LP	GEPHARDT - GOVERNMENT AFFAIRS CONSULTING	\$20.00
GHADBAN, NAZEEH	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-GHADBAN, NAZEEH	\$ -
GILBERT & ASSOCIATES INC.	REGULATORY CONSULTING	LIGHTSQUARED LP	GILBERT ASSOCIATES - CONSULTING AMENDMENT NO. 4	\$ -
GLENTEL CORP.	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	GLENTEL AGREEMENT AMONG GLENTEL CORP., US DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION REGARDING BLANKET AUTHORITY TO OPERATE MOBILE EARTH TERMINALS TO COMMUNICATE WITH MSAT-1 (TRANSFERRING UNDER INFOSAT)	\$ -
GLENTEL INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	GLENTEL INC. - BSP SATELLITE SERVICES AGREEMENT	\$ -
GLENTEL INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	GLENTEL INC. - RADIO PURCHASE AGREEMENT	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (DALLAS IV) AND ONE DOT SIX CORP.	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (DETROIT II) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (ERIE I) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (PHILADELPHIA II) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (SALT LAKE I) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (SAN ANTONIO II) AND ONE DOT SIX CORP.	\$ -
GLOBAL SIGNAL ACQUISITIONS II LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	GLOBAL SIGNAL ACQUISITIONS II LLC - (SEATTLE I) AND ONE DOT SIX CORP.	\$ -
GLOBAL TOWER LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	GLOBAL TOWER LLC - MASTER LEASE AGREEMENT	\$ -
GUPTA, RAMESH	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-GUPTA, RAMESH	\$ -
GVPL SATELLITE CONSULTING, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
HARBOR ENGINEERING INCORPORATED	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
HARRINGTON, ERIC	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-HARRINGTON, ERIC	\$ -
HARRIS CORPORATION	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE.ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
HARRISON CORPORATION	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TA 9907-10 AND AMENDMENT NO. 1 AND 2 - LIGHTSQUARED LP, WILLIS INSPACE DIVISION OF WILLIS MARYLAND, WILLIS INSPACE DIVISION OF WILLIS NY INC., WILLIS LTD, FRANCE, WILLIS LTD. UK, HARRISON CORPORATION, LIGHTSQUARED CORP. AND INSURANCE PROVIDERS	\$ -
HARVOR ENGINEERING INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING TA 3373-03 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., AND ROGER BELANGER	\$ -
HARVOR ENGINEERING INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
HENSON DBA KVANT	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	HENSON DBA KVANT - WHOLESALE AGREEMENT	\$ -
HEWITT, BELINDA	EMPLOYMENT AGREEMENT - CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT - CAN - HEWITT, BELINDA	\$ -
HOME TOWN INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	HOME TOWN INC. - WHOLESALE AGREEMENT	\$ -
HOMETOWN TELECOM INC	WHOLESALE AGREEMENT	LIGHTSQUARED LP	HOMETOWN TELECOM INC - WHOLESALE	\$ -
HONEYWELL (FORMERLY EMS SATCOM)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	HONEYWELL (FORMERLY EMS SATCOM) SUBCONTRACT AGREEMENT - SUBCONTRACT AGREEMENT, INCLUDING AMENDMENTS 1-4	\$ -
HOUSTON CASUALTY	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
HOUSTON CASUALTY	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN OFF POLICY	\$ -
HUGHES NETWORK SYSTEMS, LLC	DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	HUGHES NETWORK SYSTEMS, LLC. - DESIGN, DEVELOPMENT AND SUPPLY OF SATELLITE BASE TRANSCEIVER, INCLUDING AMENDMENTS 1-4, AND INCLUDING LETTER AGREEMENT	\$ -
HUGHES NETWORKS LLC	DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	HUGHES NETWORKS LLC - DEVELOPMENT AND PRODUCTION OF TRANSCEIVER UNITS, INCLUDING AMENDMENTS 1-3	\$13,878.00
HUNSUCKER, OLIVER	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US - HUNSUCKER, OLIVER	\$ -
HYATT CORPORATION DBA GRAND HYATT SAN FRANCISCO	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	HYATT CORPORATION, DBA GRAND HYATT SAN FRANCISCO - (NOCAL II) AND ONE DOT SIX CORP.	\$ -
HYDRO OTTAWA LTD.	UTILITY	LIGHTSQUARED LP	HYDRO OTTAWA PURCHASE ORDER	\$58,598.95
ICO SATELLITE SERVICES G.P.	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP	MUTUAL NON-ASSERTION AGREEMENT - LIGHTSQUARED LP AND ICO SATELLITE SERVICES G.P.	\$ -
IKON FINANCIAL SERVICES	SERVICE AGREEMENT	LIGHTSQUARED LP	IKON FINANCIAL SERVICES PURCHASE ORDER	\$2,410.92

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
IMPACT OFFICE PRODUCTS LLC	SERVICE AGREEMENT	LIGHTSQUARED LP	IMPACT OFFICE PRODUCTS LLC PURCHASE ORDER	\$ -
IMPERIAL COFFEE AND SERVICES INC.	SERVICE CONTRACT	LIGHTSQUARED LP	IMPERIAL COFFEE AND SERVICES INC.	\$ -
INDIAN HEALTH SERVICE	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	INDIAN HEALTH SERVICE	\$ -
INFOSAT COMMUNICATIONS LP	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	INFOSAT COMMUNICATIONS LP SERVICE PROVIDER AGREEMENT	\$ -
INMARSAT	COORDINATION AGREEMENT L-BAND	LIGHTSQUARED LP, SKYTERRA (CANADA) INC., LIGHTSQUARED INC.	AMENDED AND RESTATED COOPERATION AGREEMENT - INMARSAT, LIGHTSQUARED LP, SKYTERRA (CANADA) INC., LIGHTSQUARED INC., INCLUDING AMENDMENTS 1 AND 2	\$ -
INMARSAT (FORMERLY STRATOS)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	INMARSAT (FORMERLY STRATOS) - MSAT-1 SERVICE PROVIDER AGREEMENT AND AMENDMENT NO. 1	\$ -
INMARSAT (FORMERLY STRATOS)	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	INMARSAT (FORMERLY STRATOS) - MSAT-2 SERVICE PROVIDER AGREEMENT AND AMENDMENT NO. 1	\$ -
INSURANCE UNDERWRITERS, INSURANCE BROKERS, AND INSURANCE CONSULTANTS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV1 MSV2 MSV3 AND MSV-SA TAA 2032-07 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL INC., AND INSURANCE UNDERWRITERS, INSURANCE BROKERS, AND INSURANCE CONSULTANTS	\$ -
INTEGRAL SYSTEMS, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP	INTEGRAL SYSTEMS TAA 2147-08 AND AMENDMENT NO. 1 - INTEGRAL SYSTEMS, INC., TELESAT CANADA, LIGHTSQUARED LP., SUSUMU FUJIMOTO	\$ -
INTELLIGENT DISCOVERY SOLUTIONS INC.	CONSULTING AGREEMENT	LIGHTSQUARED LP	INTELLIGENT DISCOVERY SOLUTIONS INC. PURCHASE ORDER	\$26,279,5024,928.65
INTELSAT CORP.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	ON ORBIT TAA 3169-12 (REBASELINE OF -TAA 0607-10 AND 0795-02) LIGHTSQUARED LP AND U.S. PARTIES MCKNIGHT ASSOCIATES, INC., SATELLITE CONSULTING, INC., INTELSAT CORP., AND FOREIGN PARTIES LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA	\$ -
INTELSAT CORPORATION	PROPERTY LEASE (GATEWAY)	LIGHTSQUARED LP	INTELSAT CORPORATION - CO-LOCATION FACILITIES INTEGRATION SERVICES AND LICENSE AGREEMENT.	\$19,914.34
INTERGLOBE COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	INTERGLOBE COMMUNICATIONS - WHOLESALE	\$ -
INTERNATIONAL SATELLITE SERVICES INC.	CUSTOMER AGREEMENT - SATELLITE SERVICE AGREEMENT	LIGHTSQUARED LP	INTERNATIONAL SATELLITE SOLUTIONS (ISS) SATELLITE SERVICE AGREEMENT	\$ -
INTERNATIONAL SATELLITE SERVICES INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	ISS RADIO PURCHASE AGREEMENT AND AMENDMENT NO. 1	\$ -
INTRADO INC.	TELCO AGREEMENT	LIGHTSQUARED CORP.	INTRADO INC. PURCHASE ORDER	\$4,258.06
IRON MOUNTAIN - MSV	SERVICE AGREEMENT	LIGHTSQUARED LP	IRON MOUNTAIN - MSV PURCHASE ORDER	\$503.35

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
ISP STORE (THE)	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	ISP STORE (THE) - WHOLESALE AGREEMENT	\$ -
ITC GLOBAL (FORMERLY BROADPOINT)	CUSTOMER AGREEMENT - SERVICE PROVIDER	TMI COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP	ITC GLOBAL (FORMERLY BROADPOINT) SERVICE PROVIDER AGREEMENT	\$ -
J. LEE ASSOCIATES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	J. LEE ASSOCIATES, INC. - MSDA	\$ -
JAK AND ASSOCIATES DBA NTP WIRELESS, INC. - MSDA	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	JAK AND ASSOCIATES DBA NTP WIRELESS, INC. - MSDA	\$ -
JENA OPTRONIK GMBH	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
JOLT MOBILE INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	JOLT MOBILE INC. - WHOLESALE AGREEMENT	\$ -
JULIEN, EDMOND	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-JULIEN, EDMOND	\$ -
KARMA MOBILITY INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	KARMA MOBILITY INC. - WHOLESALE AGREEMENT	\$ -
KASE, JAMIESON	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-KASE, JAMIESON	\$ -
KCI TECHNOLOGIES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	KCI TECHNOLOGIES, INC. - MSDA	\$ -
LAFLAMME, MARC	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LAFLAMME, MARC	\$ -
LALONDE, RICHARD	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LALONDE, RICHARD	\$ -
LANDRIAULT, NICOLE	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LANDRIAULT, NICOLE	\$ -
LANDSAT SA DE CV	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	LANDSAT AGREEMENT SERVICE PROVIDER AGREEMENT	\$ -
LEGALTY	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LEGALTY	\$ -
LEGAULT, JEAN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-LEGAULT, JEAN	\$ -
LEVEL 3 COMMUNICATIONS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	LEVEL 3 COMMUNICATIONS, LLC - MSA	\$86,209.13
LIBERTY	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN-OFF POLICY	\$ -
LIGHT TOWER FIBER LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	LIGHT TOWER FIBER LLC - MSA	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
LIGHTSQUARED CORP.	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED CORP. AND SKYTERRA (CANADA)INC.	LIGHTSQUARED CORP. AND SKYTERRA CANADA INC. - RIGHTS AND SERVICES AGREEMENT	\$ -
LIGHTSQUARED CORP.	INTERCOMPANY AGREEMENT (SPECTRUM)	SKYTERRA (CANADA)INC.; LIGHTSQUARED CORP.	SKYTERRA CANADA AND LIGHTSQUARED CORP. CAPACITY LEASE AGREEMENT	\$ -
LIGHTSQUARED LP	ATC TECHNOLOGIES IP LICENSE	ATC TECHNOLOGIES, LLC; LIGHTSQUARED LP	AMENDED & RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT - ATC TECHNOLOGIES, LLC AND LIGHTSQUARED LP	\$ -
LIGHTSQUARED LP	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP; SKYTERRA (CANADA) INC.	AMENDED & RESTATED SUBLICENSE AGREEMENT - LIGHTSQUARED LP AND SKYTERRA (CANADA) INC.	\$ -
LIGHTSQUARED LP	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED LP; SKYTERRA (CANADA) INC.	LETTER AGREEMENT RELATED TO INMARSAT COOPERATION AGREEMENT AND ALLOCATION OF SPECTRUM AMONG LIGHTSQUARED LP AND SKYTERRA (CANADA) INC.	\$ -
LIGHTSQUARED LP	INTERCOMPANY AGREEMENT (SPECTRUM)	SKYTERRA (CANADA)INC.; LIGHTSQUARED LP	SKYTERRA CANADA AND LIGHTSQUARED LP - SATELLITE DELIVERY AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
LIGHTSQUARED SUBSIDIARY LLC	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED SUBSIDIARY LLC; SKYTERRA (CANADA) INC.	LETTER AGREEMENT RELATED TO THE USE OF MSV-1 AND MSV-2 AS IN-ORBIT SPARE SATELLITES - LIGHTSQUARED SUBSIDIARY LLC (FKA MOBILE SATELLITE VENTURES SUBSIDIARY LLC), SKYTERRA (CANADA) INC. (FKA MOBILE SATELLITE VENTURES (CANADA) INC.)	\$ -
LINCOLN BENEFIT LIFE INSURANCE CO.	BENEFITS	LIGHTSQUARED LP	LINCOLN BENEFIT LIFE INSURANCE CO. PURCHASE ORDER	\$ -
LYNDEN INTERNATIONAL	PURCHASE ORDER	LIGHTSQUARED LP	LYNDEN INTERNATIONAL PURCHASE ORDER	\$789.41
M.D.L. CONSULTING, INC. DBA MDL CONSULTING, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	M.D.L. CONSULTING, INC. DBA MDL CONSULTING, INC. - MSDA	\$ -
MACDONALD, DETTWILER AND ASSOCIATES CORPORATION	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
MACDONALD, DONALD	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-MACDONALD, DONALD	\$ -
MARSHALL, ROBERT	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-MARSHALL, ROBERT	\$ -
MAXTON TECHNOLOGY INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	MAXTON TECHNOLOGY INC. - MSDA	\$ -
M-BANCO	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	M-BANCO - WHOLESALE AGREEMENT	\$ -
MCGRATH RENTCORP DBA TRS RENTELCO	SERVICE AGREEMENT	LIGHTSQUARED LP	MCGRATH RENTCORP DBA TRS RENTELCO PURCHASE ORDER	\$20,141.71

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
MCGRAW-HILL BROADCASTING COMPANY (KGTV)	SITE LEASE AGREEMENT - SCMS	LIGHTSQUARED LP	MCGRAW-HILL BROADCASTING COMPANY - CALIFORNIA LEASE	\$500.00
MCKNIGHT ASSOCIATES, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	ON ORBIT TAA 3169-12 (REBASELINE OF -TAA 0607-10 AND 0795-02) LIGHTSQUARED LP AND U.S. PARTIES MCKNIGHT ASSOCIATES, INC., SATELLITE CONSULTING, INC., INTELSAT CORP., AND FOREIGN PARTIES LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA	\$ -
MCKNIGHT ASSOCIATES, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
MELDRUM, ALEXANDER	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-MELDRUM, ALEXANDER	\$ -
MERIDIAN IMAGING SOLUTIONS	SERVICE AGREEMENT	LIGHTSQUARED LP	MERIDIAN IMAGING SOLUTIONS PURCHASE ORDER	\$54.56
MEXCOM LTD.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	MEXCOM SERVICE PROVIDER SERVICE PROVIDER AGREEMENT	\$ -
MEXICO CITY	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP	ARRANGEMENTS WITHIN THE FRAMEWORK ESTABLISHED BY THE MEXICO CITY MEMORANDUM OF UNDERSTANDING (SEE SECTION 4.17(A) OF THIS DISCLOSURE LETTER)	\$ -
MI FUTURE WIRELESS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	MI FUTURE WIRELESS - WHOLESALE AGREEMENT	\$ -
MICHAEL T. LYONS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -

COUNTER PARTY¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
			MEXICO CITY MEMORANDUM OF UNDERSTANDING FOR THE	

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COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
N/A	LIMITED LIABILITY COMPANY	LIGHTSQUARED SUBSIDIARY LLC	AMENDED AND RESTATED AGREEMENT OF LIMITED LIABILITY COMPANY OF SKYTERRA SUBSIDIARY LLC DATED AS OF OCTOBER 22, 2001 (AS FURTHER REVISED ON OCTOBER 2, 2008 TO UPDATE THE CORPORATE NAME); AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT OF LIMITED LIABILITY COMPANY OF LIGHTSQUARED SUBSIDIARY LLC DATED AS OF MAY 14, 2012	\$ -
N/A	LIMITED LIABILITY COMPANY AGREEMENT	SKYTERRA INVESTORS LLC	LIMITED LIABILITY COMPANY AGREEMENT OF MSV INVESTORS, LLC DATED AS OF NOVEMBER 23, 2001; AMENDMENT NO. 1 TO LIMITED LIABILITY COMPANY AGREEMENT OF SKYTERRA INVESTORS LLC DATED AS OF MAY 14, 2012	\$ -
N/A	LIMITED LIABILITY COMPANY AGREEMENT	SKYTERRA ROLLUP LLC	LIMITED LIABILITY COMPANY AGREEMENT OF MSV ROLLUP, LLC DATED AS OF APRIL 3, 2006; AMENDMENT NO. 1 TO LIMITED LIABILITY COMPANY AGREEMENT OF SKYTERRA ROLLUP LLC DATED AS OF MAY 14, 2012	\$ -
N/A	LIMITED LIABILITY COMPANY AGREEMENT	SKYTERRA ROLLUP SUB LLC	LIMITED LIABILITY COMPANY AGREEMENT OF SKYTERRA ROLLUP SUB LLC, DATED AS OF MAY 14, 2012	\$ -
N/A	PARTNERSHIP AGREEMENT	TMI COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP	FIRST AMENDED AND RESTATED PARTNERSHIP AGREEMENT OF TMI COMMUNICATIONS DELAWARE LP, DATED AS OF OCTOBER 28, 2010, BY AND BETWEEN SKYTERRA ROLLUP SUB LLC AND LIGHTSQUARED INVESTORS HOLDINGS INC.; AMENDMENT NO. 1 TO FIRST AMENDED AND RESTATED PARTNERSHIP AGREEMENT OF TMI COMMUNICATIONS DELAWARE LP, DATED AS OF MAY 14, 2012, BY AND BETWEEN SKYTERRA ROLLUP SUB LLC AND LIGHTSQUARED INVESTORS HOLDINGS INC.	\$ -
NADEAU, ALAIN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-NADEAU, ALAIN	\$ -
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION	COORDINATION AND TESTING AGREEMENT S-BAND	LIGHTSQUARED SUBSIDIARY LLC	NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND LIGHTSQUARED SUBSIDIARY LLC	\$ -
NATIONAL WIRELESS VENTURES, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	NATIONAL WIRELESS VENTURES, LLC - MSDA	\$ -
NAVIGATORS	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
NAVIGATORS	INSURANCE	LIGHTSQUARED LP	INSURANCE-INDEPENDENT DIRECTORS LIABILITY	\$ -
NAVIGATORS	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN-OFF POLICY	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
NEC CORPORATION	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
NEC TOSHIBA SPACE SYSTEMS, LTD.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
NETTALK.COM INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	NETTALK.COM INC. - WHOLESALE AGREEMENT	\$ -
NETWORK INNOVATIONS	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED CORP.	NETWORK INNOVATIONS - SERVICE PROVIDER AGREEMENT	\$ -
NETWORK INNOVATIONS INC.	SERVICE AGREEMENT	LIGHTSQUARED LP	NETWORK INNOVATIONS INC. PURCHASE ORDER	\$ -
NEUSTAR INC.	TELCO AGREEMENT	LIGHTSQUARED LP	NEUSTAR INC. PURCHASE ORDER	\$3,171.00
NEWFOUNDLAND BROADCASTING CO LTD.	SITE LEASE AGREEMENT - SCMS	LIGHTSQUARED LP	NEWFOUNDLAND BROADCASTING CO. LTD. - LEASE AGREEMENT	\$1,363.29
NEXTG NETWORKS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	NEXTG NETWORKS, INC. - MASTER RF TRANSPORT AGREEMENT	\$ -
NI GOVERNMENT SERVICES	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	NI GOVERNMENT SERVICES - SERVICE PROVIDER AGREEMENT	\$1,120.96
NI SATELLITE INC.	CUSTOMER AGREEMENT - SERVICE PROVIDER	LIGHTSQUARED LP	NI SATELLITE INC. - SERVICE PROVIDER AGREEMENT	\$ 92.15
NORTEC COMMUNICATIONS INC.	SERVICE CONTRACT	LIGHTSQUARED LP	NORTEC COMMUNICATIONS INC. - IT SUPPORT - SOW	\$ -
NORTEC COMMUNICATIONS INC.	SERVICE CONTRACT	LIGHTSQUARED LP	NORTEC COMMUNICATIONS INC. - SHORTELPHONES	\$ -
NSA WIRELESS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	NSA WIRELESS, INC. - MSDA	\$ -
ONE DOT SIX CORP.	ONE DOT SIX - SPECTRUM LEASE	ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	LEASE PURCHASE AGREEMENT - ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	\$ -
OP LLC	MASTER LICENSE AGREEMENT	ONE DOT SIX CORP., LIGHTSQUARED LP	MASTER LICENSE AGREEMENT - AMENDMENT 2 - CROWN CASTLE USA INC., LICENSORS, OP LLC, ONE DOT SIX CORP., LIGHTSQUARED LP	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
OP LLC	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS, LLC	LONG TERM DE FACTO TRANSFER LEASE AGREEMENT - OP LLC, TVCC ONE SIX HOLDINGS, LLC	\$ -
OP LLC	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS LLC	MASTER AGREEMENT - CROWN CASTLE MM HOLDING LLC, OP LLC, TVCC ONE SIX HOLDINGS LLC	\$ -
OP LLC (MODEO)	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	LIGHTSQUARED SUBSIDIARY LLC	RESOLUTION AGREEMENT BETWEEN LIGHTSQUARED SUBSIDIARY LLC (FKA MOBILE SATELLITE VENTURES SUBSIDIARY LLC) AND OP LLC (MODEO)	\$ -
OPENRANGE COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	OPENRANGE COMMUNICATIONS - INITIAL NETWORK AGREEMENT	\$ -
OPENSOURCE INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	OPENSOURCE - APPLICATION SERVICE PROVIDER AGREEMENT	\$ -
ORACLE AMERICA, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	ORACLE AMERICA INC. - COMPUTER AND ADMINISTRATION SERVICES	\$ -
ORACLE AMERICA, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	ORACLE AMERICA INC. - LICENSE AND SERVICES AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
ORACLE AMERICA, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	ORACLE AMERICA, INC. - ORDERING DOCUMENT EXHIBIT AMENDMENT THREE	\$ -
ORACLE AMERICA, INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	ORACLE AMERICA, INC. - ORDERING DOCUMENT/EXHIBIT AMENDMENT FOUR	\$ -
ORBIT LOGISTICS	SERVICE AGREEMENT	LIGHTSQUARED LP	ORBIT LOGISTICS A/K/A CLEMONS COURIER SERVICE, INC. - SERVICES AGREEMENT	\$15,632.27
OUTERLINK CORPORATION	CUSTOMER AGREEMENT - SATELLITE CAPACITY	LIGHTSQUARED LP	OUTERLINK SECOND AMENDED AND RESTATED PNC AGREEMENT, INCLUDING AMENDMENTS 1-7	\$ -
P. MARSHALL & ASSOCIATES, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	P. MARSHALL & ASSOCIATES, LLC - MSDA	\$ -
PACKER, CLIVE	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-PACKER, CLIVE	\$ -
PARRAJOHN, JOHN	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-PARRAJOHN, JOHN	\$ -
PARIKH, AJAY	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-PARIKH, AJAY	\$ -
PENSIONFUND REALTY LIMITED	PROPERTY LEASE	LIGHTSQUARED CORP.	PENSIONFUND REALTY LIMITED - LEASE OF OTTAWA OFFICE SPACE	\$ -
PENSIONFUND REALTY LIMITED	PROPERTY LEASE	LIGHTSQUARED CORP.	PENSIONFUND REALTY LIMITED - PARKING LICENSE AGREEMENT	\$ -
PENSIONFUND REALTY LIMITED	PROPERTY LEASE (GATEWAY)	LIGHTSQUARED CORP.	PENSIONFUND REALTY LIMITED - GROUND LEASE & AMENDMENT 1	\$ -
PICKERING, ERIC	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-PICKERING, ERIC	\$ -
PINNACLE TOWERS ASSET HOLDING LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS ASSET HOLDING LLC - (ATLANTA I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS ASSET HOLDING LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS ASSET HOLDING LLC - (KANSAS CITY I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS ASSET HOLDING LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS ASSET HOLDING LLC - (MINNESOTA I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS III LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS III LLC - (ATLANTA II) AND ONE DOT SIX CORP.	\$ -

COUNTER PARTY'	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
PINNACLE TOWERS III LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS III LLC - (MIAMI II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS INC. - (CHICAGO III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS INC. - (CHICAGO IV) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (BALTIMORE) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (CHARLOTTE) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (CHICAGO II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (COLUMBIA) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DALLAS II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DALLAS III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DENVER II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DENVER III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (DES MOINES) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (GREENSBORO) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (HOUSTON I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (LOS ANGELES II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (MIAMI I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (MILWAUKEE I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (MILWAUKEE II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NEW ORLEANS I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NEW YORK I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NEW YORK II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NEW YORK III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NOCAL I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NOCAL III) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (NORFOLK) AND ONE DOT SIX CORP.	\$ -

COUNTER PARTY'	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (OKLAHOMA I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (OREGON I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (ORLANDO I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (PHILADELPHIA II) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (SAN ANTONIO I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (SAN DIEGO I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (TAMPA I) AND ONE DOT SIX CORP.	\$ -
PINNACLE TOWERS LLC	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	PINNACLE TOWERS LLC - (TAMPA II) AND ONE DOT SIX CORP.	\$ -
PITNEY BOWES	SERVICE AGREEMENT	LIGHTSQUARED LP	PITNEY BOWES PURCHASE ORDER	\$ -
PNG TELECOMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	PNG TELECOMMUNICATIONS - WHOLESALE AGREEMENT	\$ -
POLARIS LOGISTICS	SERVICE AGREEMENT	LIGHTSQUARED LP	POLARIS LOGISTICS PURCHASE ORDER	\$3,846.32
POLARIS LOGISTICS	SERVICE AGREEMENT	ONE DOT SIX CORP.	POLARIS LOGISTICS PURCHASE ORDER	\$4,512.54
PREVOST, NICHOLAS	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-PREVOST, NICHOLAS	\$ -
PRINCETON TOWER DEVELOPMENT CORP.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	PRINCETON TOWER DEVELOPMENT CORP. - MSDA	\$ -
PROXIMITY MOBILITY INC	WHOLESALE AGREEMENT	LIGHTSQUARED LP	PROXIMITY MOBILITY- WHOLESALE	\$ -
PTACCESS NETWORKS - MSA	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	PTACCESS NETWORKS - MSA	\$ -
PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY - MASTER LICENSE AGREEMENT	\$ -
PURCELL, THOMAS	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-PURCELL, THOMAS	\$ -
PYRAMID NETWORK SERVICES, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	PYRAMID NETWORK SERVICES, LLC - MSDA	\$ -
QUALCOMM INCORPORATED	NEXT GEN DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	QUALCOMM INCORPORATED AMENDED & RESTATED TECHNOLOGY AGREEMENT, INCLUDING AMENDMENTS 1-6	\$380,000.00
QUANTUM NETWORKS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	QUANTUM NETWORKS - WHOLESALE AGREEMENT	\$ -
QWEST COMMUNICATIONS COMPANY DBA CENTURYLINK	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	QWEST COMMUNICATIONS COMPANY DBA CENTURYLINK - WHOLESALE SERVICES AGREEMENT	\$ -
QWEST CORPORATION	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	QWEST CORPORATION - WHOLESALE DATA SERVICES AGREEMENT	\$ -
RAVEN	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	RAVEN MOU INCLUDING AMENDMENT 1	\$ -
RED POCKET INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	RED POCKET MOBILE WHOLESALE AGREEMENT	\$ -

COUNTER PARTY¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
RG PARTNERS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	RG PARTNERS, INC. - MSDA	\$ -
RICOH CANADA INC.	SERVICE CONTRACT	LIGHTSQUARED CORP.	RICOH CANADA - BILL OF SALE	\$ -
RICOH USA	SERVICE AGREEMENT	LIGHTSQUARED LP	RICOH USA PURCHASE ORDER	\$2,197.56
RKF ENGINEERING SOLUTIONS LLC	PRODUCT DEVELOPMENT	LIGHTSQUARED LP	RKF-PROFESSIONAL SERVICES AND PRODUCT DEVELOPMENT	\$98,280.00
ROGER BELANGER	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
ROGER BELANGER	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING TA 3373-03 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., AND ROGER BELANGER	\$ -
ROGER BELANGER	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
ROGER BELANGER	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
ROGERS BUSINESS SOLUTIONS	TELCO AGREEMENT	LIGHTSQUARED CORP.	ROGERS BUSINESS SOLUTIONS PURCHASE ORDER	\$2,333.74
ROGERS COMMUNICATIONS	TELCO AGREEMENT	LIGHTSQUARED CORP.	ROGERS COMMUNICATIONS PURCHASE ORDER	\$ -
ROSSEAU, HELEN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-ROSSEAU, HELEN	\$ -
RSUI INDEMNITY CO	INSURANCE	LIGHTSQUARED LP	INSURANCE- EXCESS LIABILITY	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
RUAG SPACE AB	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
RUSSIAN SATELLITE COMMUNICATIONS COMPANY	COORDINATION AGREEMENT-L-BAND	LIGHTSQUARED LP, SKYTERRA (CANADA) INC.	AGREEMENT ON COOPERATION IN THE OPERATION OF MOBILE SATELLITE NETWORKS - LIGHTSQUARED LP, SKYTERRA (CANADA) INC., RUSSIAN SATELLITE COMMUNICATIONS COMPANY, INCLUDING DEEDS OF AMENDMENT 1 AND 2	\$ -
SAAB SPACE AB	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
SAC WIRELESS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SAC WIRELESS, LLC - MSDA	\$ -
SAC WIRELESS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SAC WIRELESS, LLC - MSDA	\$ -
SAFT	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA.1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
SAFT	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
SATELLITE CONSULTING, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	ON ORBIT TAA 3169-12 (REBASELINE OF -TAA 0607-10 AND 0795-02) LIGHTSQUARED LP AND U.S. PARTIES MCKNIGHT ASSOCIATES, INC., SATELLITE CONSULTING, INC., INTELSAT CORP., AND FOREIGN PARTIES LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA	\$ -
SATNEWS PUBLISHERS	SUBSCRIPTION	LIGHTSQUARED LP	SATNEWS PUBLISHERS PURCHASE ORDER	\$3,000.00
SBA NETWORK SERVICES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SBA NETWORK SERVICES, INC. - MSDA	\$ -
SDC CONSULTING SOLUTIONS	CONSULTING AGREEMENT	LIGHTSQUARED LP	SDC CONSULTING SOLUTIONS - AMENDMENT NO. 1 TO CONSULTING AGREEMENT S/B AMENDMENT NO. 4 TO CONSULTING AGREEMENT	\$ -
SED SYSTEMS	PROPERTY LEASE (GATEWAY)	LIGHTSQUARED CORP.	SED SYSTEMS, A DIVISION OF CALIAN LTD. - SATELLITE FACILITIES LEASE AGREEMENT	\$ -
SED SYSTEMS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
SED SYSTEMS, A DIVISION OF CALIAN LTD.	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
SED SYSTEMS, DIVISION OF CALIAN LTD.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -
SELECTIVE SITE CONSULTANTS, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SELECTIVE SITE CONSULTANTS, INC. - MSDA	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
SERVICE MASTER OF CANADA	SERVICE AGREEMENT	LIGHTSQUARED CORP.	SERVICE MASTER OF CANADA PURCHASE ORDER	\$ -
SES AMERICOM, INC.	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	LIGHTSQUARED SUBSIDIARY LLC; SKYTERRA (CANADA) INC.	MSAT-2 TT&C AGREEMENT BETWEEN SES AMERICOM, INC., LIGHTSQUARED SUBSIDIARY LLC (FKA SKYTERRA SUBSIDIARY LLC) AND SKYTERRA (CANADA) INC.	\$ -
SES AMERICOM, INC.	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	LIGHTSQUARED SUBSIDIARY LLC	SES AMERICOM, INC. - LIGHTSQUARED SUBSIDIARY LLC (FKA SKYTERRA SUBSIDIARY LLC) TECHNICAL COORDINATION FOR COLLOCATED GEOSTATIONARY SATELLITE NETWORKS OPERATING IN THE STANDARD KU FREQUENCY BANDS INCLUDING AMENDMENTS 1 - 3	\$ -
SES AMERICOM, INC.	COORDINATION/NON-INTERFERENCE AGREEMENT L-BAND	SKYTERRA (CANADA) INC.	SES AMERICOM, INC. - SKYTERRA (CANADA) INC. TECHNICAL COORDINATION FOR COLLOCATED GEOSTATIONARY SATELLITE NETWORKS OPERATING IN THE STANDARD KU FREQUENCY BANDS, INCLUDING AMENDMENTS 1 AND 2	\$ -
SHANK COMMUNICATION CO.	SERVICE AGREEMENT	LIGHTSQUARED LP	SHANK COMMUNICATION CO. PURCHASE ORDER	\$ -
SHARED SERVICES CANADA (FORMERLY PWGSC)	CUSTOMER AGREEMENT - SERVICE PROVIDER (GOVERNMENT CONTRACT)	LIGHTSQUARED CORP.	SHARED SERVICES CANADA - SERVICE PROVIDER AGREEMENT, INCLUDING AMENDMENTS 1-7	\$ -
SHARP CORPORATION	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SHARP CORPORATION INITIAL AGREEMENT	\$ -
SHRED-IT OTTAWA	SERVICE AGREEMENT	LIGHTSQUARED CORP.	SHRED-IT OTTAWA PURCHASE ORDER	\$ -
SI WIRELESS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SI WIRELESS ROAMING AGREEMENT	\$ -
SIDERA NETWORKS	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SIDERA NETWORKS - MSA	\$ -
SIMON BIRCH	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
SIMPLEXITY MVNO SERVICES LLC	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SIMPLEXITY AGREEMENTS - WHOLESALE	\$ -
SITE LINK WIRELESS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SITE LINK WIRELESS, LLC - MSDA	\$ -
SKYBASE COMMUNICATION LLC	SERVICE AGREEMENT	LIGHTSQUARED LP	SKYBASE COMMUNICATION LLC PURCHASE ORDER	\$275.00
SKYBITZ INC.	CUSTOMER AGREEMENT - SATELLITE CAPACITY	LIGHTSQUARED LP	SKYBITZ PNC AGREEMENT, INCLUDING AMENDMENT NO. 1	\$ -
SKYMIRA LLC	SOFTWARE AGREEMENT	LIGHTSQUARED LP	SKYMIRA - GPS APPLICATION SERVICE AGREEMENT	\$3,380.96

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
SKYTERRA (CANADA) INC.	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP; SKYTERRA (CANADA) INC.	AMENDED & RESTATED SUBLICENSE AGREEMENT - LIGHTSQUARED LP AND SKYTERRA (CANADA) INC.	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGRBEMENT (SPECTRUM)	LIGHTSQUARED LP; SKYTERRA (CANADA) INC.	LETTER AGREEMENT RELATED TO INMARSAT COOPERATION AGREEMENT AND ALLOCATION OF SPECTRUM AMONG LIGHTSQUARED LP AND SKYTERRA (CANADA) INC.	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED SUBSIDIARY LLC; SKYTERRA (CANADA) INC.	LETTER AGREEMENT RELATED TO THE USE OF MSV-1 AND MSV-2 AS IN-ORBIT SPARE SATELLITES - LIGHTSQUARED SUBSIDIARY LLC (FKA MOBILE SATELLITE VENTURES SUBSIDIARY LLC), SKYTERRA (CANADA) INC. (FKA MOBILE SATELLITE VENTURES (CANADA) INC.)	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	LIGHTSQUARED CORP.; SKYTERRA (CANADA)INC.	LIGHTSQUARED CORP. AND SKYTERRA CANADA INC. - RIGHTS AND SERVICES AGREEMENT	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	SKYTERRA CANADA; LIGHTSQUARED CORP.	SKYTERRA CANADA AND LIGHTSQUARED CORP. CAPACITY LEASE AGREEMENT	\$ -
SKYTERRA (CANADA) INC.	INTERCOMPANY AGREEMENT (SPECTRUM)	SKYTERRA CANADA; LIGHTSQUARED LP	SKYTERRA CANADA AND LIGHTSQUARED LP - SATELLITE DELIVERY AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
SMARTERCAR	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SMARTERCAR - WHOLESALE AGREEMENT	\$ -
SMITH, DOUGLAS	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-SMITH, DOUGLAS	\$ -
SMJ INTERNATIONAL	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SMJ INTERNATIONAL - MSDA	\$ -
SOLVASON-BROWN, KRISTJAN	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-SOLVASON-BROWN, KRISTJAN	\$ -
SOMMERFELD, ROY	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-SOMMERFELD, ROY	\$ -
SOUNDTRACKER	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	SOUNDTRACKER - WHOLESALE AGREEMENT	\$ -
SPACECOM	DEVELOPMENT AGREEMENT	LIGHTSQUARED LP	SPACECOM A/S DEVELOPMENT & SUPPLY AGREEMENT, INCLUDING AMENDMENTS 1 AND 2	\$ -
SPARKS PERSONNEL	STAFFING SERVICE AGREEMENT	LIGHTSQUARED LP	SPARKS PERSONNEL - STAFFING SERVICES	\$ -
SPECTRASITE COMMUNICATIONS LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	AMERICAN TOWERS INC. - SPECTRASITE COMMUNICATIONS LLC - MASTER TOWER SPACE LICENSE AGREEMENT, INCLUDING AMENDMENT 1	\$ -
SPRINT	TELCO AGREEMENT	LIGHTSQUARED LP	SPRINT PURCHASE ORDER	\$910.76
STARR	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
STEARNS, GEOFFREY	EMPLOYMENT AGREEMENT-US	LIGHTSQUARED LP	EMPLOYMENT AGREEMENT-US-STEARNS, GEOFFREY	\$ -
STS MEDIA	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	STS MEDIA - WHOLESALE AGREEMENT	\$ -
SURESITE CONSULTING GROUP, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	SURESITE CONSULTING GROUP, LLC - MSDA	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
SUSUMU FUJIMOTO	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP	INTEGRAL SYSTEMS TAA 2147-08 AND AMENDMENT NO. 1 - INTEGRAL SYSTEMS, INC., TELESAT CANADA, LIGHTSQUARED LP., SUSUMU FUJIMOTO	\$ -
TELCOM SATELLITE VENTURES INC.	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP	ASSIGNMENT AGREEMENT - TELCOM SATELLITE VENTURES INC., DR. RAJENDRA SINGH AND LIGHTSQUARED LP	\$ -
TELCOM VENTURES LLC	ONE DOT SIX - SPECTRUM LEASE	TVCC ONE SIX HOLDINGS LLC, CCTV ONE FOUR HOLDINGS LLC	OBE PATENT LICENSE AGREEMENT - TELCOM VENTURES LLC, TVCC ONE SIX HOLDINGS LLC, CCTV ONE FOUR HOLDINGS LLC	\$ -
TELECOM VENTURES	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	TELECOM VENTURES - WHOLESALE AGREEMENT	\$ -
TELESAT CANADA	SATELLITE OPERATIONAL AGREEMENT	LIGHTSQUARED CORP.	TELESAT - MIT FEE FOR SPACE DEBRIS TRACKING	\$ -
TELESAT CANADA	SATELLITE OPERATIONAL AGREEMENT	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TELESAT CANADA - OPERATIONAL SERVICES FOR MSAT-1 AGREEMENT NO. 705-M-155-14	\$ -
TELESAT CANADA	SATELLITE OPERATIONAL AGREEMENT	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TELESAT CANADA - OPERATIONAL SERVICES FOR MSAT-2 AGREEMENT NO. 705-M-155-15	\$ -
TELESAT CANADA	SATELLITE OPERATIONAL AGREEMENT	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TELESAT CANADA - OPERATIONAL SERVICES FOR MSV-1 AND MSV-2 SATELLITES, INCLUDING AMENDMENT 1	\$ -
TELESAT CANADA	SERVICE CONTRACT	LIGHTSQUARED LP	TELESAT CANADA - ADMINISTRATIVE SERVICES AGREEMENT (OTTAWA FACILITIES)	\$ -
TELESAT CANADA	SITE LEASE AGREEMENT - SCMS	LIGHTSQUARED LP	TELESAT CANADA - RACK SPACE AGREEMENT - CALGARY	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA) INC.; LIGHTSQUARED CORP.	BOEING 10061-10A AND AMENDMENT - THE BOEING COMPANY, SKYTERRA (CANADA) INC., TELESAT CANADA AND LIGHTSQUARED CORP.	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA), INC., LIGHTSQUARED CORP.	BOEING MSAT1 2 ON ORBIT TA 2071-04 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., TELESAT CANADA, SKYTERRA (CANADA), INC., LIGHTSQUARED CORP., MACDONALD, DETTWILER AND ASSOCIATES CORPORATION, SIMON BIRCH, AND SED SYSTEMS, A DIVISION OF CALIAN LTD.,	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING MSV COMMERCIAL PROCUREMENT TAA 1142-06 AND AMENDMENT NO. 1, BOEING SATELLITE SYSTEMS INTERNATIONAL, INC. LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, GVPL SATELLITE CONSULTING, INC., HARBOR ENGINEERING INCORPORATED, ROGER BELANGER, SAFT, SED SYSTEMS, DIVISION OF CALIAN LTD., NEC TOSHIBA SPACE SYSTEMS, LTD., AND SAAB SPACE AB	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING TA 3373-03 AND AMENDMENTS - BOEING SATELLITE SYSTEMS INTERNATIONAL, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., AND ROGER BELANGER	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP	INTEGRAL SYSTEMS TAA 2147-08 AND AMENDMENT NO. 1 - INTEGRAL SYSTEMS, INC., TELESAT CANADA, LIGHTSQUARED LP., SUSUMU FUJIMOTO	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	ON ORBIT TAA 3169-12 (REBASELINE OF -TAA 0607-10 AND 0795-02) LIGHTSQUARED LP AND U.S. PARTIES MCKNIGHT ASSOCIATES, INC., SATELLITE CONSULTING, INC., INTELSAT CORP., AND FOREIGN PARTIES LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA	\$ -
TELESAT CANADA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
TELIASONERA INTERNATIONAL CARRIER, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TELIASONERA INTERNATIONAL CARRIER, INC. - MSA	\$ -
TELUS	TELCO AGREEMENT	LIGHTSQUARED CORP.	TELUS PURCHASE ORDER	\$ -
TELX ENTITIES	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TELX ENTITIES - MASTER TERMS AND CONDITION AGREEMENT	\$ -
TERRAPIN GEOGRAPHIC INC.	SOFTWARE AGREEMENT	LIGHTSQUARED LP	TERRAPIN GEOGRAPHIC, INC. - END USER LICENSE AGREEMENT	\$ -
TERRESTAR NETWORKS [DISH]	ATC TECHNOLOGIES IP LICENSE	ATC TECHNOLOGIES, LLC	SECOND AMENDED & RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT - ATC TECHNOLOGIES, LLC AND TERRESTAR NETWORKS INC. (NOW DISH NETWORKS)	\$ -
TERRESTAR NETWORKS) [DISH]	ATC TECHNOLOGIES IP LICENSE	LIGHTSQUARED LP; ATC TECHNOLOGIES, LLC	TERMINATION IP COST SHARING AGREEMENT-TERRESTAR NETWORKS [DISH] - TERMINATION AGREEMENT	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
TESAT-SPACECOM GMBH & CO	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
THALES ALENIA SPACE ITALIA SPA	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.; SKYTERRA (CANADA) INC.	MSV ENTITIES PROCUREMENT DESIGN TAA 2088-06 AND AMENDMENTS NO. 1 - 8 - LIGHTSQUARED LP, MICHAEL T. LYONS, LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, MCKNIGHT ASSOCIATES, INC., ROGER BELANGER, BIVIS INVESTMENTS LTD., AND BSSI SUBCONTRACTORS SED SYSTEMS, JENA OPTRONIK GMBH, SAFT, NEC CORPORATION, RUAG SPACE AB, THALES ALENIA SPACE ITALIA SPA, AMPAC ISP (UK) LIMITED, COM DEVE INTERNATIONAL LTD., TESAT-SPACECOM GMBH & CO., HARRIS CORPORATION	\$ -
THE BOEING COMPANY	TECHNICAL ASSISTANCE AGREEMENTS	SKYTERRA (CANADA) INC.; LIGHTSQUARED CORP.	BOEING 10061-10A AND AMENDMENT - THE BOEING COMPANY, SKYTERRA (CANADA) INC., TELESAT CANADA AND LIGHTSQUARED CORP.	\$ -
THE CELERIS GROUP, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	THE CELERIS GROUP, INC. - MSDA	\$ -
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (INMARSAT)	COORDINATION DOCUMENT L-BAND	LIGHTSQUARED LP	MEXICO CITY MEMORANDUM OF UNDERSTANDING FOR THE INTERSYSTEM COORDINATION OF CERTAIN GEOSTATIONARY MOBILE SATELLITE SYSTEMS - DEPT OF INDUSTRY OF CANADA (CANADA), THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (INMARSAT), MINISTRY OF COMMUNICATIONS AND TRANSPORTATIONS OF THE UNITED MEXICAN STATES (MEXICO), FEDERAL COMMUNICATIONS COMMISSION OF THE UNITED STATES (US)	\$ -
THE ISP STORE LLC	SERVICE AGREEMENT	LIGHTSQUARED LP	THE ISP STORE LLC- VALUE ADDED WIRELESS ACTIVATION SERVICES AGREEMENT	\$ -
THOMAS S MOORMAN JR	REGULATORY CONSULTING	LIGHTSQUARED LP	MOORMAN THOMAS S. JR. - PROFESSIONAL SERVICES AGREEMENT	\$ -
THOMAS, MARK	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-THOMAS, MARK	\$ -
THORPE, JAMES	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-THORPE, JAMES	\$ -
T-MOBILE USA, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	T-MOBILE USA, INC. - MASTER LICENSE AGREEMENT	\$ -
TOWER CLOUD	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TOWER CLOUD - MSA	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
TOWER QUEST, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TOWER QUEST, INC. - MSDA	\$ -
TOWER RESOURCE MANAGEMENT, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TOWER RESOURCE MANAGEMENT, INC. - MSDA	\$ -
TOWERCO ASSETS LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TOWERCO ASSETS LLC - MASTER TOWER LICENSE AGREEMENT	\$ -
TRAC CABLE LLC	SERVICE AGREEMENT	LIGHTSQUARED LP	TRAC CABLE PURCHASE ORDER	\$200,000
TRANSCEND WIRELESS LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TRANSCEND WIRELESS LLC - MSDA	\$ -
TRITON SECURITY INC.	SERVICE AGREEMENT	LIGHTSQUARED LP	TRITON SECURITY INC. FACILITIES	\$4,922.25
TVCC HOLDING COMPANY, LLC	ONE DOT SIX - SPECTRUM LEASE	ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	LEASE PURCHASE AGREEMENT - ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	\$ -
TVCC ONE SIX HOLDINGS LLC	ONE DOT SIX - SPECTRUM LEASE	ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	LEASE PURCHASE AGREEMENT - ONE DOT SIX CORP., TVCC ONE SIX HOLDINGS LLC, TVCC HOLDING COMPANY, LLC	\$ -
TWC COMMUNICATIONS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	TWC COMMUNICATIONS, LLC - MSA	\$ -
UNION SQUARE	SERVICE AGREEMENT	LIGHTSQUARED LP	UNION SQUARE TVCMARKETING	\$275,000
UNITED PARCEL SERVICE	SERVICE AGREEMENT	LIGHTSQUARED LP	UNITED PARCEL SERVICE SHIPPING	\$40.00
US AND FOREIGN SATELLITE OWNERS/ OPERATORS	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	BOEING OWNER OPERATORS CONFERENCE TAA 1958-06 AND AMENDMENT NO. 1 - BOEING SATELLITE SYSTEMS INTERNATIONAL INC. AND US AND FOREIGN SATELLITE OWNERS/ OPERATORS	\$ -
US DEPARTMENT OF DEFENSE	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	AGREEMENT FOR SHARING SPACE SITUATIONAL AWARENESS SERVICES BETWEEN LIGHTSQUARED LP AND US DEPARTMENT OF DEFENSE	\$ -
US DEPARTMENT OF JUSTICE	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	CALEA AGREEMENT - LIGHTSQUARED LP, US DEPARTMENT OF JUSTICE, DEPARTMENT OF HOMELAND SECURITY, FEDERAL BUREAU OF INVESTIGATION	\$ -
US DEPARTMENT OF JUSTICE	GOVERNMENT AGREEMENT	LIGHTSQUARED LP	GLENTEL AGREEMENT AMONG GLENTEL CORP., US DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION REGARDING BLANKET AUTHORITY TO OPERATE MOBILE EARTH TERMINALS TO COMMUNICATE WITH MSAT-1 (TRANSFERRING UNDER INFOSAT)	\$ -
VCI GROUP, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	VCI GROUP, INC. - MSDA	\$ -
VELOCITEL, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	VELOCITEL, INC. - MSDA	\$ -
VELOCITY TELECOM	SERVICE AGREEMENT	LIGHTSQUARED LP	VELOCITY TELECOM PURCHASE ORDER	\$1,130.00
VERIZON	TELCO AGREEMENT	LIGHTSQUARED LP	VERIZON- ACCT 015243915111Y	\$+2,399.0419,776.83
VIASAT, INC.	CUSTOMER AGREEMENT - SATELLITE CAPACITY	LIGHTSQUARED LP	VIASAT, INC. - SATELLITE CAPACITY SERVICES AGREEMENT, INCLUDING AMENDMENT 1	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
VIASAT, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP., SKYTERRA (CANADA) INC.	VIASAT INC. GBBF SYSTEM TAA 2431-06 - VIASAT, INC., LIGHTSQUARED CORP., SKYTERRA (CANADA) INC., TELESAT CANADA, HARVOR ENGINEERING INC., ROGER BELANGER, SED SYSTEMS	\$ -
VIASAT, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP.	VIASAT INC. TAA 3678-12 - VIASAT, INC., AND LIGHTSQUARED CORP.	\$ -
VIASAT, INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED CORP.	VIASAT, INC. TA 1971-12 - VIASAT, INC., AND LIGHTSQUARED CORP.,	\$ -
VINETTE, MATHIEU	EMPLOYMENT AGREEMENT-CAN	LIGHTSQUARED CORP.	EMPLOYMENT AGREEMENT-CAN-VINETTE, MATHIEU	\$ -
VLADIMIR TAMARKIN	REGULATORY CONSULTING	LIGHTSQUARED CORP.	TSAT CONSULTING INC. - CONSULTING	\$ -
VOX COMMUNICATIONS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	VOX COMMUNICATIONS - WHOLESALE AGREEMENT	\$ -
WAVE WIRELESS, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	WAVE WIRELESS, LLC - MSDA	\$ -
WAVEBURST	CUSTOMER AGREEMENT - SERVICE PROVIDER	TMI COMMUNICATIONS DELAWARE, LIMITED PARTNERSHIP	WAVEBURST - SERVICE PROVIDER AGREEMENT, INCLUDING AMENDMENTS NO. 1-3	\$ -
WESTAR SATELLITE SERVICES LP	PROPERTY LEASE (GATEWAY)	LIGHTSQUARED LP	WESTAR SATELLITE SERVICES LP - CO-LOCATION, FACILITIES INTEGRATION, SERVICES AND LEASE AGREEMENT	\$92,359.10
WESTOWER COMMUNICATIONS INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	WESTOWER COMMUNICATIONS INC. - MSDA	\$ -
WILDFIRE HOTSPOTS	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	WILDFIRE HOTSPOTS - WHOLESALE AGREEMENT	\$ -
WILLIS INSPACE DIVISION OF WILLIS MARYLAND	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TA 9907-10 AND AMENDMENT NO. 1 AND 2 - LIGHTSQUARED LP, WILLIS INSPACE DIVISION OF WILLIS MARYLAND, WILLIS INSPACE DIVISION OF WILLIS NY INC., WILLIS LTD, FRANCE, WILLIS LTD. UK, HARRISON CORPORATION, LIGHTSQUARED CORP. AND INSURANCE PROVIDERS	\$ -
WILLIS INSPACE DIVISION OF WILLIS NY INC.	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TA 9907-10 AND AMENDMENT NO. 1 AND 2 - LIGHTSQUARED LP, WILLIS INSPACE DIVISION OF WILLIS MARYLAND, WILLIS INSPACE DIVISION OF WILLIS NY INC., WILLIS LTD, FRANCE, WILLIS LTD. UK, HARRISON CORPORATION, LIGHTSQUARED CORP. AND INSURANCE PROVIDERS	\$ -
WILLIS LTD. UK	TECHNICAL ASSISTANCE AGREEMENTS	LIGHTSQUARED LP; LIGHTSQUARED CORP.	TA 9907-10 AND AMENDMENT NO. 1 AND 2 - LIGHTSQUARED LP, WILLIS INSPACE DIVISION OF WILLIS MARYLAND, WILLIS INSPACE DIVISION OF WILLIS NY INC., WILLIS LTD, FRANCE, WILLIS LTD. UK, HARRISON CORPORATION, LIGHTSQUARED CORP. AND INSURANCE PROVIDERS	\$ -
WILLIS OF MARYLAND	INSURANCE	LIGHTSQUARED LP	INSURANCE-SPACE/SATELLITE BROKER	\$ -

COUNTER PARTY ¹	CONTRACT TYPE	DEBTOR(S)	AGREEMENT NAME	CURE OBLIGATIONS
WIPRO LIMITED	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	WIPRO LIMITED - MSA	\$ -
WIRELESS FACILITIES, INC.	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	WIRELESS FACILITIES, INC. - MSDA	\$ -
XATA CORPORATION	CUSTOMER AGREEMENT - SATELLITE CAPACITY	LIGHTSQUARED LP	XATA CORPORATION - PNSS AGREEMENT FOR EMULATION SERVICES	\$ -
XL	INSURANCE	LIGHTSQUARED LP	INSURANCE-SKYTERRA PUBLIC COMPANY RUN OFF POLICY	\$ -
XL	INSURANCE	LIGHTSQUARED LP	INSURANCE-D&O POLICY	\$ -
XO COMMUNICATIONS SERVICES, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	XO COMMUNICATIONS SERVICES, LLC - CARRIER SERVICES AGREEMENT	\$ -
YOURTEL AMERICA INC.	CUSTOMER AGREEMENT - WHOLESALE	LIGHTSQUARED LP	YOURTEL AMERICA INC. - WHOLESALE AGREEMENT	\$ -
ZAYO BANDWIDTH, LLC	LTE NETWORK BUILD AGREEMENT	LIGHTSQUARED LP	ZAYO BANDWIDTH, LLC - THERNET CELL SITE BACKHAUL SERVICE AGREEMENT	\$ -
ZURICH AMERICAN INSURANCE COMPANY	ONE DOT SIX LEASE AGREEMENT	ONE DOT SIX CORP.	ZURICH AMERICAN INSURANCE COMPANY (CHICAGO V) AND ONE DOT SIX CORP.	\$ -

Exhibit B

Revised List of Officers and Directors for Reorganized Debtors

Officers and Directors for Reorganized Debtors

As contemplated by Section IV.I of the *Modified Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 2276-1] (the “Plan”),¹ and as required by section 1129(a)(5) of the Bankruptcy Code, LightSquared was required to disclose (i) the identities and affiliations of the directors and officers for the Reorganized Debtors and (ii) 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.

LightSquared disclosed an initial slate of officers and directors for the Reorganized Debtors on March 8, 2015 [Docket No. 2207] and indicated, both therein and on the record before the Bankruptcy Court on March 9, 2015, that it would provide updated disclosures as additional directors were selected. Further, since the Bankruptcy Court confirmed the Plan on March 27, 2015, two of LightSquared’s officers, Curtis Lu and Marc Montagner, have left LightSquared. Accordingly, LightSquared discloses the following revised slate of officers and directors for the Reorganized Debtors as of the Effective Date:

A. Officers

The following is a list of the officers for the Reorganized Debtors, along with the officers’ titles, responsibilities, and qualifications.

Douglas Smith	Chief Executive Officer and President	<p>Doug Smith is responsible for LightSquared’s network design, deployment, and operations.</p> <p>Before joining LightSquared, Mr. Smith was a senior vice president, engineering and operations for Clearwire, a nationwide mobile broadband WiMAX network. Prior to his employment at Clearwire, Mr. Smith was a senior vice president and chief technical operations officer for Sprint Nextel. From 2005 to 2007, Mr. Smith served in the roles of vice president of strategy and standards, vice president of network engineering, and vice president of the iDEN Quality Assurance Initiative for Sprint Nextel. From 1999 to 2005, as vice president of national technical support and then operations for Nextel, Mr. Smith was responsible for operating Nextel’s nationwide network serving more than 20 million subscribers. Prior to 1999, Mr. Smith held various engineering and management positions with GTE and Nextel.</p>
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¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

² Post-Effective Date, each officer is anticipated to receive the same compensation as such officer received immediately prior to the Effective Date. The officers will also participate in the Management Incentive Plan.

		<p>Mr. Smith holds a Masters of Science in Management of Technology from the Wharton School, University of Pennsylvania, and a Bachelor of Science in Electrical Engineering from Merrimack College.</p>
<p>Jeffrey Carlisle</p>	<p>Executive Vice President, Regulatory Affairs & Public Policy</p>	<p>Jeff Carlisle is responsible for all domestic, and international regulatory and policy matters, including those at the FCC, Congress, the Executive Branch, the ITU, and in foreign markets.</p> <p>Before joining LightSquared, Mr. Carlisle served as the Vice President of Regulatory Affairs for SkyTerra Communications. Prior to SkyTerra, Mr. Carlisle consulted for the Presidential Transition Team, and he spent a number of years as a leading telecommunications attorney. As Vice President, International Public Policy and Government Relations of Lenovo, the global computer manufacturer, Mr. Carlisle headed its Washington office from 2005 until 2008. In 2001, Mr. Carlisle joined the FCC as Deputy Chief and then Chief of the Wireline Competition Bureau. In 2000, Mr. Carlisle opened his own legal practice, negotiating vendor, services, and leasing agreements for telecommunications companies and representing a company that developed some of the first residential installations of VoIP services. From 1995 to 2000, Mr. Carlisle practiced law at O'Melveny & Myers, starting as a transactional attorney and then specializing in broadcast and telecommunications law.</p> <p>Mr. Carlisle received a B.A. in History, magna cum laude and with honors, from UCLA, a J.D. from Boalt Hall at the University of California, Berkeley, and an M.A. in Law and Diplomacy from The Fletcher School.</p>

B. Directors

The following is a revised list of the initial directors for the Reorganized Debtors' Boards, along with their affiliations. Additional directors of the Reorganized Directors may be selected after the Effective Date.

Ivan G. Seidenberg (Chairman)	Retired Chairman and CEO of Verizon Communications Inc., Advisory Partner at Perella Weinberg, and Member of the Board of Directors of Blackrock Inc. and Boston Properties Inc.
R. Edward Albert III	Managing Director at Fortress Investment Group
Jared S. Hendricks	Senior Managing Director at Centerbridge Partners, L.P.
Reed E. Hundt	Former Chairman of the Federal Communications Commission, REH Advisors
John S. Fischer	General Counsel at Natural Grocers by Vitamin Cottage, Inc.
Andrew A. McKnight	Managing Director at Fortress Investment Group
Douglas Smith	Chief Executive Officer, LightSquared Inc., <i>et al.</i>
Elizabeth Creary ³	Vice President, Assistant General Counsel at LightSquared Inc., <i>et al.</i>

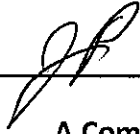
³ Ms. Creary will serve as a director of only the following Reorganized Debtors: SkyTerra (Canada) Inc. and SkyTerra Holdings (Canada) Inc.

TAB D

This is Exhibit "D" referred to in the

Affidavit of Elizabeth Creary

Sworn before me this 14th day of April, 2016



A Commissioner, etc.

Joseph Anthony John Pignatelli,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires May 1, 2017.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re LIGHTSQUARED, INC., et al., :

Debtors. :

-----X
SANJIV AHUJA, :

Appellant, :

-v- :

LIGHTSQUARED INC., et al., :

Appellees. :

-----X

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: July 29, 2015
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15-cv-2342 (KBF)

OPINION & ORDER

KATHERINE B. FORREST, District Judge:

This is an appeal from the Bankruptcy Court’s (Chapman, J.) order dated March 27, 2015, confirming the debtors’¹ Modified Second Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code (the “Plan”).² (Bankr. Dkt. 2276, Attached as Appendix to Brief for Debtor-Appellees (“App.”), ECF No. 23.) The Plan was proposed by a group including Fortress Credit Opportunities Advisors LLC (“Fortress”), Centerbridge Partners, L.P. (“Centerbridge”), Harbinger Capital

¹ The Chapter 11 debtors are LightSquared Inc, LightSquared Investors Holdings Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra RollupSub 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.. These entities are collectively referred to as “LightSquared” or “the debtors”.

² The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This Court has jurisdiction to hear appeals from final judgments, order and decrees of the Bankruptcy Court pursuant to 28 U.S.C. § 158(a)(1). “The confirmation of a plan in a Chapter 11 proceeding is an event comparable to the entry of a final judgment in ordinary civil litigation.” In re American Preferred Prescription, Inc., 255 F.3d 87, 92 (2d Cir. 2001) (citations omitted).

Partners LLC (“Harbinger”) and LightSquared (collectively, the “Plan Proponents”). The Plan has the additional support of SIG Holdings, Inc. and/or one of its designated affiliates (“SIG”, and collectively with Fortress, Centerbridge and Harbinger, the “New Investors”), MAST Capital Management, LLC (“MAST”) and Prepetition Inc. Agent. (See Transcript of March 26, 2015 Confirmation Hearing (“Tr.”) at 102, Bankr. Dkt. 2285, App. 1009-1178.)

Appellant Sanjiv Ahuja is a former Chief Executive Officer (“CEO”) and holder of approximately 8% of the existing common equity interests (“Existing Inc. Common Equity Interests”) of debtor LightSquared, Inc. (“Old LightSquared”). Under the Plan confirmed by the March 27, 2015 Order, Ahuja receives no equity in the reorganized LightSquared (also referred to as the “Reorganized Debtor” or “New LightSquared”). On appeal, Ahuja argues that (1) the Plan violates the “fair and equitable” requirements of 29 U.S.C. § 1129, (2) the Plan violates the equality of treatment rule of § 1123(a)(4), and (3) the Plan was not proposed in good faith. Ahuja’s arguments are premised on his positions – articulated in various ways – regarding the enterprise value of the New LightSquared, that it is unfair that Harbinger receives equity in the New LightSquared while Ahuja does not, that senior classes received more value than that which they have contributed, and that eliminating Ahuja’s equity position demonstrates that the Plan was not proposed in good faith as it is contrary to a settlement agreement into which he had entered.

For the reasons set forth below, this Court finds that Ahuja’s arguments lack merit. The Bankruptcy Court’s order of March 27, 2015, is **AFFIRMED**.

I. STANDARD OF REVIEW

The district court acts as the first level appellate review for orders from a bankruptcy court. See Fed. R. Bankr. P. 8013. On appeal, the district court may “affirm, modify, or reverse a bankruptcy judge’s judgment, order, or decree or remand with instructions for further proceedings.” Id. A bankruptcy court’s conclusions of law are reviewed de novo and findings of fact are reviewed for clear error. In re Ames Dep’t Stores, Inc., 582 F.3d 422, 426 (2d Cir. 2009) (“We will determine that a finding is ‘clearly erroneous’ when we are left with the definite and firm conviction that a mistake has been made.”) Mixed questions of law and fact are subject to de novo review. AUSA Life Ins. Co. v. Ernst & Young, 206 F.3d 202, 209 (2d Cir. 2000).

II. FACTS RELEVANT TO THIS APPEAL³

The debtors are providers of wholesale mobile satellite communications and broadband services in North America.⁴ “Through its ownership of several satellites and licenses to use mobile satellite spectrum issued by the Federal Communications Commission (“FCC”), LightSquared delivers voice and data services to mobile devices used by individuals, the military, first responders and other safety professionals.” 513 B.R. at 62. The FCC licenses LightSquared’s use of electromagnetic spectrum for its mobile satellite system (“MSS”) operations. An

³ The procedural history of this matter is set forth in the Bankruptcy Court’s decision, In re LightSquared, 513 B.R. 56 (2014), as well as its March 26, 2015 decision (Appendix to Brief for Debtor-Appellees (“App”) 789-890). The Court recites here only those facts necessary to its decision on this appeal.

⁴ When referred to in their reorganized form, the debtors are the “Reorganized Debtors.”

MSS license holder is permitted to effect wireless telecommunications by linking callers through a satellite orbiting earth. LightSquared has been seeking to transition away from pure MSS operations. LightSquared's primary electromagnetic spectrum, which is held by L2LP (a separate debtor), lies in what is referred to as the "L-Band." The L-Band consists of two 10 MHz downlinks, paired with two uplinks. For terrestrial operations, the uplinks carry signals from the handset to a cell tower and the downlinks carry signals in the opposite direction, from the cell tower to a customer's handset. The L-Band downlinks and uplinks bracket a spectrum band reserved for use by the GPS industry and other geo-positioning systems. Although LightSquared's MSS operations have not caused interference with GPS systems, the GPS industry has expressed concerns that harmful interference could arise from the increased number of transmissions that would occur in the L-Band if LightSquared were permitted to conduct terrestrial operations similar to those conducted by major network wireless carriers.

In 2010, the FCC authorized LightSquared to conduct nationwide terrestrial operations in the L-Band as an adjunct to its existing MSS operations. (App. 498:) LightSquared then entered into a number of contracts and incurred substantial debt to construct the infrastructure for a terrestrial cellular network. Based on what LightSquared has referred to as reaction by the GPS industry which claimed that its terrestrial operations would be harmed from terrestrial operations in the L-Band, in 2012 the FCC proposed a suspension of the permission it had previously granted LightSquared. (App. 26-30.) The proposed suspension was the functional

equivalent of an actual suspension. On May 14, 2012, LightSquared filed for bankruptcy under Chapter 11 of the Bankruptcy Code. LightSquared continues to operate its businesses and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Code.

There are \$4.29 billion in claims and interests asserted against LightSquared that are senior to the common equity. The senior claims and interests include general unsecured claims and preferred equity. Harbinger has secured claims as well as 90% of the common equity of LightSquared Inc. and certain litigation claims (“Harbinger Litigations”).⁵ Pursuant to a settlement of certain employment-related claims (described below), Ahuja owns approximately 8% of LightSquared’s common equity.

Following the FCC’s proposed suspension, LightSquared filed interrelated requests (collectively, the “License Modification”) with the FCC that would allow it to conduct terrestrial operations on a somewhat reduced and modified basis. (App. 496-97.) A significant aspect of the License Modification is that it proposes to use the spectrum referred to as the “Crown Castle Spectrum.” The lease for this spectrum is an asset of a wholly owned subsidiary of L2Inc, in an integrated spectrum pairing with L-Band spectrum owned by L2LP. LightSquared asserts that the Crown Castle Spectrum does not have the interference issues which led to the suspension and may replace at least a portion of the capacity lost due to the

⁵ The Harbinger Litigations include the Claims and Causes of Action against the FCC and GPS Industry, an appeal of the Bankruptcy Court’s rulings in connection with an adversary proceeding, a RICO action, and any other claims or causes of action in connection with the debtors, their business, or any interest in the debtors. (Tr. 103.)

suspension. Notably, L2Inc and L2LP are separate debtors in the Chapter 11 cases – they have separate and different assets, capital structures, owners and creditors. L2Inc’s assets are pledged as collateral for L2Inc’s secured indebtedness but those same assets are not collateral for L2LP’s secured indebtedness, and vice versa. In light of the difficulties caused by the proposed suspension of L-Band terrestrial license and the continuing scrutiny of the L-Band, LightSquared’s Special Committee, management and advisors concluded that the greatest value (and greater than could be achieved on a standalone basis) would be achieved by combining L2Inc’s and L2LP’s spectrum assets into a single network; the Plan therefore contemplates such combination. Such combination is not a formal substantive consolidation of assets; it is a functional combination.

In a January 2014 filing with the Bankruptcy Court the FCC stated that it could not represent when or if it would approve the License Modification requested by LightSquared. (App. 140-143.) In February 2014, LightSquared filed the Third Amended Plan. (App. 146-245.) While exit financing was not conditioned on FCC approval of the License Modification, FCC approval was nonetheless critical for ensuring that LightSquared had sufficient value to support its proposed reorganization under that plan. (App. 337.) The Third Amended Plan provided for a distribution to common equity holders of 30% of a class of common shares. This point is worth pausing on: pursuant to this prior plan – in contrast to the later filed Plan here at issue – Ahuja stood to receive an equity distribution.

The Bankruptcy Court held a multi-day confirmation hearing on the Third Amended Plan commencing on March 19, 2014 and concluding with closing statements on May 6, 2014. It issued extensive findings of fact and conclusions of law on July 11, 2014. 513 B.R. 56 (2014). The Bankruptcy Court included a substantial set of findings regarding valuation. *Id.* at 77-81. It found, for instance, that, “While effectiveness of the Plan is not conditioned on FCC approval of LightSquared’s pending License Modification Application, LightSquared’s Plan relies on opinions offered at the Confirmation Hearing that the FCC will approve the pending License Modification Application and the later use of its Lower Downlink within the timeframes upon which the valuation is based.” *Id.* at 69.

As part of these 2014 findings, the Bankruptcy Court also found that various valuations, including that by Dr. Mark Hootnick, a Managing Director of Moelis & Company, relied on unsupported speculation as to the likely outcome and timing of the FCC’s approval of the License Modification. *Id.* at 76 (“Mr. Hootnick’s valuation rises or falls with Mr. McDowell’s opinions on the timing of FCC approvals.”) The Bankruptcy Court noted that for his part, McDowell “pointed to no evidence indicating that the FCC will proceed along the timeline suggested, offered no evidence that he had any knowledge of how or when the National Telecommunications and Information Administration or any coordinate agency intends to act with respect to LightSquared’s application and could not credibly estimate or state when any required rulemaking proceeding may be commenced or how long it would take. His opinion is simply educated guess and cannot be

afforded significant weight.” *Id.* at 71. The Bankruptcy Court refused to confirm the Third Amended Plan, in large part because of this uncertainty as to FCC approval of the License Modification. (App. 339, 342-43.)⁶

From November 13, 2014 until January 25, 2015, the FCC auctioned certain broadband wireless spectrum in what was known as “Auction 97” (involving spectrum arguably comparable to LightSquared’s). As a result of unexpectedly robust prices bid during Auction 97, potential lenders, investors and third parties became willing to lend and invest additional funds into LightSquared. (App. 629-30.)

On December 10, 2014, a group including Fortress, Centerbridge, SIG, and Harbinger (the “New Investors”) pledged to support what ultimately became the Plan. The New Investors also committed to a combined investment in the Reorganized Debtor with a quantity of new money.

In a hearing on January 20, 2015, the Bankruptcy Court indicated that it would not reverse its position on the regulatory uncertainty regarding the License Modification and suggested that the parties take a “moment to pause and reflect” on the viability of another valuation premised on a hypothetical grant of regulatory approvals.” (App. 371, 376-77.)

LightSquared subsequently filed what became the Plan. The Plan made a valuation assumption of \$9.6 billion based on FCC approval (which is assumed only

⁶ An additional basis for the Bankruptcy Court’s decision was that the Third Amended Plan discriminated against a class of secured claims. (App. 343-346.)

to occur after confirmation of the Plan), of the less controversial aspects of the License Modification. (App. 485-87.) The Plan's valuation is also based on prices set at Auction 97. (App. 615-23.) Following filing of the Plan, the FCC again filed a statement with the Bankruptcy Court disavowing regulatory approval for terrestrial use of LightSquared's spectrum by a certain date or at all. (App. 712.)

A confirmation hearing on the Plan commenced on March 9, 2015 and concluded on March 26, 2015. (App. 467-748.) Following closing arguments, the Bankruptcy Court confirmed the Plan with a decision read into the record – but, as discussed more fully below, did not find that the enterprise value of LightSquared was \$9.6 billion. (App. 1009-1178.) The Bankruptcy Court entered the Order confirming the Plan the next day (the "Confirmation Order"). (App. 789-890.)

Sanjiv Ahuja filed a notice of appeal of the Confirmation Order to this Court that same day. (ECF No. 1.)⁷ Oral argument on that appeal occurred on June 4, 2015.⁸

III. THE BANKRUPTCY COURT'S DECISION

In its thoughtful and reasoned decision, the Bankruptcy Court carefully recited findings from the seven day confirmation hearing and ultimately concluded

⁷ Briefing for this appeal was coordinated with the related bankruptcy appeal at 15-cv-2848 (KBF). A decision will separately issue for that appeal.

⁸ On July 20, 2015, Ahuja moved for an expedited stay of the Confirmation Order. (ECF No. 34.) In light of the instant decision, that motion is denied as moot. However, even if this Court were to consider the motion on the merits, it would nonetheless deny the motion for substantially the same reasons as those set forth herein: Ahuja cannot demonstrate a substantial possibility, let alone a likelihood, of success on the merits. See *In re Adelpia Communications Corp.*, 361 B.R. 337, 346 (S.D.N.Y. 2007) (evaluating stay request under former Rule 8005); *In re BGL, Inc.*, 504 B.R. 754, 763 (S.D.N.Y. 2014) ("[T]he seriousness of that threat [of equitable mootness] is inextricably related to the appellants' likelihood of success on the merits.") (quotation omitted).

“that the Debtors have carried their burden of proof with respect to the structure and valuation premise of the Plan and have otherwise demonstrated that Plan complies with all provisions of the Bankruptcy Code.” (Tr. 99-100.)⁹ This decision followed the extensive findings of fact previously made by the Bankruptcy Court with regard to the Third Amended Plan. 513 B.R. 56 (2014). The Bankruptcy Court again heard from a number of witnesses live and reviewed numerous documents received into evidence. (Tr. 115.) The Bankruptcy Court noted that “[t]estimony was particularly focused on the issue of the value of LightSquared’s spectrum and Moelis & Company’s use of two different valuation approaches.” (Tr. 115.) The Bankruptcy Court had, in short, extensive firsthand familiarity with the record and facility with the relevant facts.

The Plan¹⁰ and related documents contemplate the following:

1. New money investments by the New Investors;
2. The conversion of the Prepetition LP Facility Claims into new second lien debt obligations;
3. SIG’s purchase of the Prepetition Inc. Facility Non-Subordinated Claims for the Acquired Inc. Facility Claims purchase price and the conversion of the Acquired Inc. Facility Claims into the Reorganized LightSquared Inc. Facility;
4. Payment in full and in cash of LightSquared’s unsecured claims;

⁹ The Bankruptcy Court incorporated by reference its written decision at 513 B.R. 56 (2014). (Tr. at 100.)

¹⁰ Modified versions of the Plan were filed on March 17 and March 26, 2015. (Bankr. Dkt. Nos. 2238, 2268.)

5. The provision of approximately \$210 million through a new debtor-in-possession (“DIP”) facility;
6. The provision of \$1.25 billion in new money as working capital for the Reorganized Debtors;
7. The assumption of certain liabilities;
8. The resolution of all inter-estate disputes;
9. A negotiated settlement between Harbinger and other Plan Proponents that includes the Harbinger Litigations. (Tr. 103.)

Under the Plan, Harbinger will exchange its \$198 million secured claim against LightSquared Inc. (valued at \$227 million by including post-petition interest) and its claims in the Harbinger Litigations for:

1. \$227 million in preferred interests in New LightSquared;
2. \$122 million in the same preferred interests in New LightSquared;
3. 44.45% of the common equity of New LightSquared; and
4. A call option to purchase an additional 3% of common equity.

(Disclosure Statement at Art. A. I.A.3.c., Bankr. Dkt. No. 2035, p. 28 of 355.) There is no specific value attributable to the Harbinger Litigation.

Fortress and Cambridge currently have secured pre-petition claims totaling \$967.1 million and Fortress also holds \$115.4 million in preferred interests. (Bankr. Dkt. No. 2261 at Ex. K, p. 596 of 596.) These interests are being exchanged for equal amounts of exit loans and preferred interests in New LightSquared. Fortress and Cambridge are also contributing \$89.5 million to the New LightSquared. In

exchange, they are receiving \$89.5 million in preferred interests and 34.3% of the new common equity. (Plan Art. IV.B.2.b, Bankr. Dkt. No. 2276, p. 160 of 215.) SIG is exchanging its \$338 million in secured claims against LightSquared Inc. (valued at \$403 million with post-petition interest), plus \$227 million in existing preferred securities in LightSquared Inc. for \$518 million in new preferred interests along with 21.25% of the common equity of New LightSquared. (Plan Art. IV.B.d, Bankr. Dkt. No. 2276, p. 162 of 215.)¹¹

On the final day of the Confirmation Hearing, the Bankruptcy Court heard oral argument on the sole remaining objections to the Plan – those brought by Ahuja. (Tr. 105.)

The Bankruptcy Court recited the relevant background and details of LightSquared's License Modification and found that "LightSquared has been pursuing a solution through the License Modification Application that would provide it with 30 megahertz of spectrum, an amount LightSquared states is sufficient to implement its business plan." (Tr. 101.) The Bankruptcy Court noted that "as of the date of this Bench decision, the License Modification Application remains pending." (Tr. 102.) It remains pending still.

The Bankruptcy Court found that Hootnick of Moelis had used the following two valuation approaches: (1) the Current Spectrum Approach, which applies comparable transaction values from the years 2009 – 2012, to LightSquared's L-Band spectrum and applies values from the Auction 97 to the already-in-use Crown

¹¹ SIG also receives certain net operating losses.

Castle Spectrum, and (2) the Alternative Use Spectrum Approach which contemplates a potential deployment of certain uplink and downlink (Crown Castle) spectrum; this approach involves only a subset of LightSquared's spectrum and assumes regulatory approval for the terrestrial use of such spectrum. (Tr. 115.) LightSquared had argued that this latter approach was best able to capture the "significant value inherent in LightSquared's spectrum assets, as evidenced by the dramatic increase in spectrum value observed in Auction 97..." (Tr. 116.)

The Bankruptcy Court heard testimony specifically on issues relating to enterprise valuation from Douglas Smith, the CEO, President and Chairman of LightSquared. Smith testified that he had requested that Moelis prepare the valuation analysis based on the Alternative Spectrum Use Approach and he believes that the Current Use Spectrum Approach undervalues LightSquared's assets. (Tr. 117.) Smith also testified that the Alternative Spectrum Use Approach does not fully capture the value of LightSquared and that it involves less regulatory risk; he expressed a high level of confidence that it could be cleared for use by the FCC in a relatively short period of time. (Tr. 118.) The Bankruptcy Court found Smith's testimony "compelling" and "affords his testimony great weight." (Tr. 119.)

The Bankruptcy Court also heard again (as it had in the winter of 2014) from Hootnick of Moelis on valuation issues. (Tr. 119.) The Bankruptcy Court noted that his testimony was "complete, coherent and compelling." (Tr. 119.) Hootnick opined that the Current Spectrum Approach undervalues LightSquared's spectrum assets. (Tr. 120.) He also opined that based on the Alternative Spectrum Use Approach,

and according to ranges of dollars per megahertz, LightSquared had a net enterprise value of approximately \$9.6 billion – the midpoint on a range of values. (Tr. 120.) The Bankruptcy Court noted that “Hootnick acknowledged that, if the pending License Modification Application were ultimately approved by the FCC...LightSquared may be worth dramatically more.” (Tr. 121.) Hootnick, however, offered no opinion as to timing of any regulatory approval. (Tr. 121.) The Bankruptcy Court further noted (without extensive discussion) that additional testimony both confirmed and criticized Hootnick’s opinions. (Tr. 121.)

The Bankruptcy Court carefully and thoroughly reviewed the objections of Ahuja. (Tr. 123.) As background to Ahuja’s objections, the Bankruptcy Court noted that pursuant to an employment agreement dated October 2009, he had served as Chairman of the Board of Directors and CEO of LightSquared. (Tr. 123.) He resigned that position effective February 10, 2012. (Tr. 123.) On July 6, 2012, and following the filing of the initial bankruptcy petition, Ahuja, Harbinger and the debtors entered into a settlement agreement (“Settlement Agreement”) to resolve issues relating to his employment agreement, including compensation issues. (Tr. 123.) The Settlement Agreement provided for the following:

1. Termination of Ahuja’s employment,
2. His employment agreement and related documents would be deemed formally rejected pursuant to § 365 of the Bankruptcy Code, and

3. In full and complete satisfaction of any claims that he might have, he would receive \$750,000 dollars in an allowed, unsecured nonpriority claim against LightSquared LP, and an allowed common equity interest in the amount of 8,832,354 shares of Old LightSquared's common equity, referred to as "Existing Inc. Common Equity Interests."

(Tr. 123-24.) The Bankruptcy Court entered an order approving the Settlement Agreement on July 17, 2012. (Bankr. Dkt. No. 223.) The Bankruptcy Court specifically noted that Ahuja objected to the Plan on the basis that it was not fair and equitable to holders of Existing Inc. Common Equity Interests in that the Plan allegedly provided that senior claimants stood to receive more than full compensation for their claims, in violation of the absolute priority rule, and that the Plan Proponents had failed to show an exception to that rule. (Tr. 124.)

The Bankruptcy Court noted that the Plan was negotiated and approved on behalf of L2Inc – the entity from which Ahuja's shares derive – by a special committee of independent directors (the "Special Committee") with no connection to Harbinger. The Special Committee was appointed at the urging and with the supervision of the Bankruptcy Court in 2013. The Bankruptcy Court explicitly found in its Confirmation Order that LightSquared, through the Special Committee, has "upheld its fiduciary duty to stakeholders and protected the interests of all constituents with an even hand." (App. 813.)

The Bankruptcy Court further noted that Ahuja's claims were premised on the faulty assumption that there was a substantial equity cushion in the Reorganized Debtors. (Tr. 125, 128.) According to the Bankruptcy Court, Ahuja's calculation was based on an enterprise value of \$9.6 billion, minus outstanding liabilities of \$4.3 billion. (Tr. 125.) Ahuja, however, presented no evidence during the confirmation hearing to support the existence of an equity cushion. (Tr. 128.) His argument was therefore premised solely on the Alternative Spectrum Use Approach valuation which assumes regulatory approval. As to that, the Bankruptcy Court made the specific finding that "While the Court has found the Alternative Use Spectrum Approach valuation presented by Mr. Hootnick to be compelling as to the value of the debtors' spectrum assets, the Court cannot accord the Alternative Use Spectrum Approach all the weight necessary to conclude, with the requisite certainty, that the Reorganized Debtors will with certainty, have an equity cushion sufficient to provide a recovery to any holder of Existing Inc. Common Equity Interests." (Tr. 128.)

The Bankruptcy Court based its factual finding on its subsidiary findings that the Alternative Use Spectrum Approach "involves a subset of the spectrum rights covered by the debtors' License Modification Application and assumes that the FCC will grant the additional regulatory approval necessary to make use of that L-Band spectrum on a "terrestrial-only basis." (Tr. 129.) The Bankruptcy Court found that its prior determination – set forth in 315 B.R. 56 – as to the uncertainty of the FCC approval process was relevant to valuation. (Tr. 129.) Further, the

Bankruptcy Court noted that its finding was based on the fact that Smith, LightSquared's CEO, had testified that LightSquared was in fact continuing to pursue the entirety of the License Modification, not just the portion to which the Alternative Use Spectrum Approach relied, and as to which regulatory approval was expected to be easier. (Tr. 118, 129.) The Bankruptcy Court specifically found that the timing of any FCC approval remains unknown (tr. 129) and further noted that the FCC had stated on the record in a proceeding held on January 27, 2014, that the "FCC does not support any plan in these cases and has provided no indication regarding the timing of the License Modification Application or any other matters involving LightSquared." (Tr. 129.) In conclusion, the Bankruptcy Court found that "the outcome of the regulatory challenges attendant to the realization of the full 9.6 billion dollar valuation remains uncertain and precludes the definitive finding of the existence of the equity cushion that Ahuja has sought to establish." (Tr. 129-30.)

The Bankruptcy Court further found that the Plan allows the debtors to "unlock significant value" by combining assets of L2Inc and L2LP and obtaining new money contributions of the New Investors. (Tr. 130.) It found that "without these contributions, there would be no value flowing to, let alone through, the Debtors' debt obligations to satisfy the claims of the creditors in full, creditors who are indisputably senior to Mr. Ahuja." (Tr. 130.) The Bankruptcy Court concluded that the post-reorganization value of all LightSquared assets (combining L2Inc and L2LP) nonetheless did not exceed the amount of debt and preferred stock

liquidation preferences senior to common equity interests. It found, “Each of the New Investors is senior to Mr. Ahuja in the capital structure and is in no way jumping ahead of common equity.” (Tr. 132.) Under the Plan, no equity holder received equity in the Reorganized Debtor on account of those equity holdings.

The Bankruptcy Court found additionally that “The equity cushion to which Mr. Ahuja points simply would not exist in the absence of each of the transactions with the New Investors, and because the accretion of debt on LightSquared’s post-emergence capital structure will inevitably eat into this equity cushion until value can be realized, the amount of such equity cushion, if any, is incorrectly overstated by Mr. Ahuja.” (Tr. 131.) In other words, if regulatory approval takes a while – which it could – it could well eat up any equity cushion that might otherwise exist. In that sense, the “cushion” is illusory.

The Bankruptcy Court found that no holder of Existing Inc. Common Equity Interests will receive any recovery under the Plan (tr. 131.) and that L2Inc (from which Ahuja’s interests derive) is insolvent on a standalone basis. This means, of course, that holders of common stock interests in L2Inc, like Ahuja and Harbinger, cannot receive a new equity distribution on account of those interests. As the Bankruptcy Court explained, “The value of the assets of the Inc. Debtors standing alone – without recourse to the assets of the LP Debtors and without combining the value of the [L2]Inc. and [L2]LP assets in one going concern enterprise – is insufficient to support a recovery for common equity holders.” (Tr. 131.) The Bankruptcy Court found that the Plan does not discriminate unfairly and is fair and

equitable with respect to the Existing Inc. Common Stock Equity. (Tr. 132.)

Ahuja's objections were accordingly overruled. (Tr. 132.)

IV. DISCUSSION

Ahuja uses the same bundle of claims to support his arguments: that the Bankruptcy Court found (must have found, or should have found) that the enterprise had a valuation of \$9.6 billion, which in turn means that there is a substantial equity cushion in the Reorganized Debtors; that Harbinger's receipt of equity in the New LightSquared means Ahuja must also receive equity; that senior classes received more value than that which they have contributed; and that eliminating Ahuja's equity position is contrary to the Settlement Agreement, which gave him equity in L2Inc. Ahuja asserts that the Bankruptcy Court therefore erred in confirming the Plan as it (1) violates the absolute priority rule of 11 U.S.C. § 1129(b), (2) violates the equal treatment requirements of 11 U.S.C. § 1123(a)(4) by providing for different treatment as between Harbinger's and Ahuja's common equity interests; and (3) violates 11 U.S.C. § 1129(a)(3) that a plan be proposed in good faith. None of these arguments has merit.

A. Absolute Priority Rule

Section 1129 of the Bankruptcy Code sets forth two requirements that a debtor must meet in order to confirm a Chapter 11 plan. First, section 1129(a)(8) requires that each impaired class accept the plan. See In re Boston Post Rd. Ltd. P'ship, 21 F.3d 477, 480 (2d Cir. 1994). Second, in the event that an impaired class of creditors rejects a plan, a plan may nonetheless be "crammed down" over such

objection(s) pursuant to section 1129(a)(10), so long as the plan meets all of the statutory requirements provided in § 1129 and at least one class of impaired claims held by non-insider creditors has accepted the plan. 11 U.S.C. § 1129(a)(10); see also In re Coltex Loop Central Three Partners, L.P., 138 F.3d39, 42 (2d Cir. 1998).

A primary requirement for a “crammed down” plan is that it is “fair and equitable”, a test which has two components: (1) the plan may not give property to a junior class “on account of” their claims or interests without holders of senior classes receiving the full value of their claims; and (2) the plan may not give property to senior classes in excess of the full value of their claims. In re Chemtura Corp., 439 B.R. 561, 592 (Bankr. S.D.N.Y. 2010); COLLIER ON BANKRUPTCY ¶ 1129.03[4][a][ii] (15th ed. rev. 2007) (“The second major component of the ‘fair and equitable’ requirement is that no creditor or interest holder be paid a ‘premium’ over the allowed amount of its claim. Once the participant receives or retains property equal to its claim, it may receive no more.”)

Whether a plan satisfies the absolute priority rule of 11 U.S.C. § 1129(b) is a question of law reviewed de novo on appeal. In re DBSD North America, Inc., 634 F.3d 79, 94 (2d Cir. 2011). The “absolute priority rule” states that no class of creditors or interest holders may recover in Chapter 11 unless the claims of all creditor and interest holder classes senior to them have been satisfied in full, barring agreement by a senior class to lesser treatment of its claims. 11 U.S.C. § 1129(b)(2); see also Norwest Bank Worthington v. Ahlers, 485 U.S. 197, 202 (1988). The Plan Proponents bear the burden of proving by a preponderance of the evidence

that the plan complies with the absolute priority rule. In re Cellular Info. Sys., Inc., 171 B.R. 926,929-30 (Bankr. S.D.N.Y. 1994).

1. Ahuja's absolute priority claim

As an equity holder in Old LightSquared (or L2Inc), Ahuja does not participate in the Plan. No such equity holder does. No class junior to Ahuja "leaps over" his class; there simply is no violation of the absolute priority rule.

Ahuja's claim here is based upon his assertion that distribution of all of the common equity in the New LightSquared to the New Investors, and denying the old equity holders a distribution, is contrary to the Bankruptcy Code's requirements that a plan be fair and equitable. But the fair and equitable rule is designed to insure similar treatment as to all members of a class and to insure no leap-frogging over a class or member of a class. Here, neither of these considerations is at issue as there is similar treatment and no leap-frogging. Instead, Ahuja's claim should be understood as asserting a general lack of fairness. In this regard, he asserts that the Bankruptcy Court has made both legal and factual errors including that the Bankruptcy Court erred by shifting the burden of proof to him. His arguments depend upon (1) his mistaken understanding of the value of others' claims and contributions, and (2) a mistaken view that the Bankruptcy Court's enterprise value is too low.

Ahuja asserts that while the Plan Proponents are required to prove that it is fair and equitable by a preponderance of the evidence, the Bankruptcy Court inappropriately shifted the burden to him to show the opposite. Ahuja further

argues that even putting this aside, the Bankruptcy Court committed legal error regarding the nature of the evidence that she could take into consideration in determining enterprise value, and that such legal error was then followed by a factual error based on this standard. Each of these arguments lacks merit.

As discussed above, the Bankruptcy Court found as a factual matter that the enterprise value for the Reorganized Debtor is below that required to establish a sufficient equity cushion to allow for a distribution to holders of Existing Inc. Common Equity Interests. The burden was on the Plan Proponents to show that the value of the Reorganized Debtor could support the Plan. The Bankruptcy Court did not shift that burden to Ahuja. Indeed, it specifically found that the “Debtors have carried their burden of proof with respect to the structure and valuation premise of the Plan and have otherwise demonstrated that the Plan complies with all applicable provisions of the Bankruptcy Code.” (Tr. 100.) The Bankruptcy Court then recited a number of specific findings based on the evidence presented by the debtors. While the Bankruptcy Court did note that Ahuja had failed to present any evidence to support his view that an equity cushion exists, that was not burden shifting. Rather, the Bankruptcy Court’s statement meant nothing more than it had determined that Ahuja’s claims lacked an evidentiary basis in the record. Ahuja also points to the Bankruptcy Court’s statement that it could not accord “the Alternative Spectrum Use Approach all the weight necessary to conclude, with the requisite certainty,” that the Reorganized Debtors will have an equity cushion. (Tr.

128.) That statement plainly describes the Bankruptcy Court's weighing the evidence, not requiring a particular level of proof from Ahuja.

Next, Ahuja attempts to convert the Bankruptcy Court's factual finding as to enterprise value, to which a "clearly erroneous" standard of review applies, into legal error. According to Ahuja, such legal error is on "all fours" (Oral Argm't 8) with that discussed by the Supreme Court in TMT Trailer Ferry, 390 U.S. 414 (1968). Ahuja argues that the Bankruptcy Court, as in TMT Trailer Ferry, erred by failing to take future events into consideration in a valuation analysis. Here, the future event causing the most significant valuation swing is regulatory approval; the Bankruptcy Court certainly took all of the evidence provided regarding the likelihood and timing of regulatory approval into account – including the FCC's own statement in the record.

In TMT Trailer Ferry, the Supreme Court reversed and remanded a decision by the Southern District of Florida confirming a plan of reorganization which excluded equity holders from participation. The Supreme Court described the Bankruptcy Court's obligation to determine that a plan is fair and equitable and that this standard incorporates the 'absolute priority rule' under which creditors and equity holders participate only in accordance with their respective priorities. Id. at 440. "Since participation by junior interests depends upon claims of senior interests being fully satisfied, whether a plan of reorganization excluding junior interests is fair and equitable depends upon the value of the reorganized company." Id. at 441. As a matter of law, in determining a company's value, a court should

take into consideration the expectation of value obtained from the company's assets. Id. at 442. In TMT Trailer Ferry, the Supreme Court noted that the lower court had failed to take into consideration the more efficient and profitable utilization of existing productive properties. Id. The Supreme Court stated:

Since its application requires a prediction as to what will occur in the future, an estimate, as distinguished from mathematical certitude, is all that can be made. But that estimate must be based on an informed judgment which embraces all facts relevant to future earnings capacity and hence to present worth, including, of course, the nature and condition of the properties, the past earnings record, and all circumstances which indicate whether or not that record is a reliable criterion of future performance.

Id. at 442 (quoting Consolidated Rock Prods. Co. v. DuBois, 312 U.S. 510 (1941).)

Notably, the Supreme Court found that the lower court had made a factual determination of company valuation based on an erroneous legal standard which failed to include "the value of the company once it was out of reorganization." Id. at 444-45. It stated that "[t]he fundamental reason that there was insufficient evidence concerning the future prospects of TMT was that the trial court showed itself unalterably hostile to inquiries directed to TMT's future." Id. at 449. As a result, the lower court's valuation improperly lacked certain evidence regarding future prospects. Id.

This case does not support Ahuja's position. It is factually readily distinguishable as here Judge Chapman allowed in substantial evidence regarding the future prospects of the company and undeniably took it into consideration in rendering her decision. That her valuation determination was not at a level which allows for participation by Ahuja was not due to a misconception or misapplication

of the legal standard, but rather based on the Bankruptcy Court's reasoned factual determination as to valuation.

As clearly set forth in the Bankruptcy Court's extensive findings, it well understood the components of the various valuations proposed as well as the regulatory risks with regard to those valuations. The Bankruptcy Court did not err – let alone clearly err – in determining that there was insufficient equity cushion. Indeed, this finding is not dependent solely upon any particular valuation number – it is based upon the Bankruptcy Court's combined findings regarding likely value at some future point if regulatory approvals are obtained.

Ahuja next argues that the only justification for giving Harbinger (in particular) an equity distribution is the purported value of the new money from the New Investors, of which Harbinger is one, and settlement of the Harbinger Litigations. This, according to Ahuja, relies upon a case law standard first discussed in Case v. Los Angeles Lumber Prods. Co., 308 U.S. 106, 126 (1939). In Case, the Supreme Court ruled that old equity holders could obtain a distribution of shares in excess of their prior holdings if they could show that they made a contribution to the reorganized entity that was new, substantial, money or money's worth, necessary for a successful reorganization, and reasonably equivalent to the value of the property being received. Case, 308 U.S. at 121; see also Coltex, 138 F.3d at 43. Ahuja argues that in Coltex the Second Circuit declined to hold that the new value exception survived the Bankruptcy Code. See also Norwest Bank Worthington v. Ahlers, 485 U.S. 197, 208-09 (1988) (holding that even if the new

value exception survived the Bankruptcy Code, in order for old equity to receive a distribution on account of a new contribution to the reorganized entity, such contribution had to be something which has a “place in the asset column of the balance sheet of the new entity,” and “could be exchanged in the market for something of value to the creditors today.”) According to Ahuja, since the Supreme Court again sidestepped the new value exception in Bank of America Nat’l Trust and Savings Assoc. v. 203 N. LaSalle St. P’ship, 526 U.S. 434, 443 (1999), Coltex is binding precedent in the Second Circuit. Thus, according to Ahuja, the new value exception is not applicable in the Second Circuit and the Bankruptcy Court erred in allowing new value to result in a higher value of property received. Ahuja additionally argues that, at the very least, the Bankruptcy Court erred by approving the Plan without making a factual determination that the New Investors were not being paid more than in full. Ahuja’s arguments are mistaken.¹²

First, the new value cases cited by Ahuja are inapposite. The Plan and distributions here do not depend on new value. Rather, the Bankruptcy Court made a specific factual finding that the combination of the L2Inc and L2LP assets is what gives the Reorganized Debtor its real value. (Tr. 130.) The agreement of the New

¹² Several of the cases Ahuja cites involved single debtors and thus did not implicate the issue of how multiple debtors should be valued. See In re Wabash Valley Power Ass’n, Inc., 111 B.R. 752 (S.D. Ind. 1990); In re Bush Indus., Inc., 315 B.R. 292 (Bankr. W.D.N.Y. 2004); In re Haskell Dawes, Inc., 199 B.R. 867 (Bankr. E.D. Pa. 1996). The courts valued multiple debtors on a combined basis in only three of the cited cases, and in each the debtors had significant collective liabilities for secured funded debt that could have made valuing the debtors on a standalone basis unworkable. See In re Genco Shipping & Trading Ltd., 513 B.R. 233, 238 (Bankr. S.D.N.Y. 2014); In re Chemtura Corp., 439 B.R. 561, 568 (Bankr. S.D.N.Y. 2010); In re Cellular Info. Sys., Inc., 171 B.R. 926, 929 (Bankr. S.D.N.Y. 1994). Here, in contrast, L2Inc and L2LP have clearly separate assets and debts.

Investors to support a Plan allowing differing assets from two unconsolidated debtors (L2Inc and L2LP) to be combined is the “but for / without which not” to value. In other words, L2Inc simply could not achieve solvency alone, and the Bankruptcy Court so found. The “new money” invested may add value of the Reorganized Debtor by providing working capital and enabling the assets to combine. The Plan Proponents have carried their evidentiary burden on this point. Once the Plan Proponents proffered sufficient evidence to meet their burden, Ahuja’s failure to introduce contrary evidence allows for no other finding on this issue by the Bankruptcy Court.

In addition, once the Bankruptcy Court found that there was an insufficient equity cushion for a distribution to the Existing Inc. Common Equity Interests, it was not obligated to arrive at a precise dollar figure for the individual contributions made by the New Investors. Again, the cases Ahuja cites in this regard are not apposite as they deal primarily with “new value” plans. See Bank of Am., 526 U.S. at 437; Coltex, 138 F.3d at 41. The Plan is not a “new” value plan – in such a plan, junior creditors “leap over” more senior creditors whose claims are not paid in full. Here, the standalone valuation found by the Court is that there is no equity cushion. That finding is no “leap” ahead of Ahuja.

Finally, Ahuja argues that the Bankruptcy Court erred in approving a Plan which provided that Harbinger – as a holder of Existing Inc. Common Equity Interests – could receive common equity in the Reorganized Debtor when Ahuja could not. This argument is based on a false factual premise. The record clearly

indicates, and the Bankruptcy Court so found, that Harbinger had a number of separate interests in LightSquared. Among these were its preferred equity interests, its Harbinger Litigation Claims, and substantial common equity. The Bankruptcy Court found that the Plan's distribution to Harbinger was based on the first two sets of interests – not the common equity.

B. Equal Treatment Rule

Ahuja's second argument on appeal concerns an alleged violation of § 1123(a)(4) of the Bankruptcy Code. Ahuja has waived this argument by failing to make it below and raising it for the first time on appeal. In all events, this argument fails on the merits.

Section 1123(a)(4) of the Bankruptcy Code states that a plan must “provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to a less favorable treatment of such particular claim or interest.” 11 U.S.C. § 1123(a)(4). Equality of treatment involves two facets: (1) all class members must receive equal value, and (2) each class member must pay the same consideration in exchange for its distribution. In re Quigley Co., Inc., 377 B.R. 110, 116-17 (Bankr. S.D.N.Y. 2007). Whether similarly situated equity holders are being treated the same is a mixed question of law and fact reviewed de novo on appeal. In re New Power Co., 438 F.3d 1113, 1117 (11th Cir. 2006).

For the same reasons as those discussed above, the Plan does not violate section 1123(a)(4). The Bankruptcy Court made factual determinations as to the

positions and contributions of Harbinger and Ahuja. The Bankruptcy Court specifically found that Harbinger's participation was based on its preferred equity interests in Old LightSquared and the contributions of the Harbinger Litigation.

C. Proposal in Good Faith and "Not by Any Means Forbidden by Law"

Ahuja's final appeal argument is that the Plan violates § 1129(a)(3) of the Bankruptcy Code, providing that the plan must be "proposed in good faith and not by any means forbidden by law." This argument fares no better than those discussed above.

Section 1129(a)(3) of the Bankruptcy Code provides that "[t]he court shall confirm a plan only if. . . [t]he plan has been proposed in good faith and not by any means forbidden by law." "[A] plan will be found in good faith if it was proposed with honesty and good intentions and with a basis for expecting that a reorganization can be effected." Bd. of Directors of Telecom Argentina, S.A., 528 F.3d 162, 174 (2d Cir. 2008) (quotation omitted); see also In re Johns-Manville Corp., 843 F.2d 636, 649 (2d Cir. 1988). The Bankruptcy Court's determinations of fact on good faith are reviewed for clear error and conclusions of law are reviewed de novo. Telecom Argentina, 528 F.3d at 174.

The Bankruptcy Court found in the Confirmation Order that "the Plan has been proposed in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code." (App. 813.) The evidence in the record amply supports this finding. To the extent Ahuja's claim is that he was misled into thinking that when signing the Settlement Agreement he would

necessarily receive shares in the Reorganized Debtor, that argument is without merit. Nothing in the Settlement Agreement creates obligations by any Plan Proponent to insure that Ahuja will be a stockholder in the Reorganized Debtor. The good faith of the Special Committee and the Plan Proponents is, in any event, supported by the prior proposal of the Third Amended Plan which – had it been confirmed – would have provided that Ahuja receive common stock in the Reorganized Debtor. The Third Amended Plan was not approved due most significantly to the Bankruptcy Court's findings as to insufficient value in the enterprise. Ahuja's claims are, in effect, claims for breach of the Settlement Agreement. They do not amount to a plan proposed in bad faith.

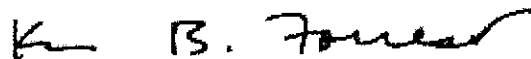
V. CONCLUSION

For the reasons set forth above, the Bankruptcy Court's order confirming the Plan, entered on March 27, 2015, is AFFIRMED.

The Clerk of Court is directed to close the motion at ECF No. 34 and terminate this action.

SO ORDERED.

Dated: New York, New York
July 29, 2015



KATHERINE B. FORREST
United States District Judge

TAB E

This is Exhibit "E" referred to in the

Affidavit of Elizabeth Creary

Sworn before me this 14th day of April, 2016



A Commissioner, etc.

Joseph Anthony John Pignatelli,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires May 1, 2017.

15-2480

In re LightSquared Inc.

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION "SUMMARY ORDER"). A PARTY CITING A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 22nd day of March, two thousand sixteen.

PRESENT: RALPH K. WINTER
RICHARD C. WESLEY,
CHRISTOPHER F. DRONEY
Circuit Judges.

SANJIV AHUJA,

Appellant,

-v.-

15-2480

LIGHTSQUARED INC., FORTRESS CREDIT
OPPORTUNITIES ADVISORS, LLC,¹

¹ A question arose post-argument as to whether Fortress Credit Opportunities Advisors, LLC ("Fortress") is a party to this appeal. Despite being served with all relevant

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 FINANCE CO.,
LIGHTSQUARED NETWORK LLC,
LIGHTSQUARED INC. OF VIRGINIA,
LIGHTSQUARED SUBSIDIARY LLC,
LIGHTSQUARED BERMUDA LTD., SKYTERRA
HOLDINGS (CANADA) INC., SKYTERRA
HOLDINGS (CANADA) INC., SKYTERRA
(CANADA) INC., ONE DOT SIX TVCC CORP.

Debtors-Appellees,

JPM INVESTMENT PARTIES, HARBINGER
CAPITAL PARTNERS LLC, CENTERBRIDGE
PARTNERS, L.P.

Appellees.

FOR APPELLANT: BIJAN AMINI (Avery Samet, Jeffrey Chubak, *on the
brief*), Storch Amini & Munves PC, New York, NY

FOR APPELLEES: ANDREW M. LEBLANC (Michael L. Hirshfeld, *on the
brief*), Milbank, Tweed, Hadley & McCloy LLP, New
York, NY.

moving papers filed in connection with this case, Fortress never took action to remove
itself. We agree with the Appellant that Fortress is a party to this appeal.

Appeal from the United States District Court for the Southern District of New York (Forrest, J.).

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED,

ADJUDGED AND DECREED that the order of the district court is **AFFIRMED**.

Appellant Sanjiv Ahuja (“Ahuja”) appeals from an opinion and order of the United States District Court for the Southern District of New York (Forrest, J.), affirming the ruling of the United States Bankruptcy Court for the Southern District of New York (Chapman, J.). We assume the parties’ familiarity with the underlying facts, the procedural history, and the issues presented for review, which we reference only as necessary to explain our decision to affirm for substantially the same reasons stated by the district court.

LightSquared² is a provider of wholesale mobile satellite communications and broadband services. In May 2012, LightSquared filed for bankruptcy under Chapter 11 of the Bankruptcy Code after the Federal Communications

² “LightSquared” is a company that consists of twenty-seven entities. For the remainder of this order, the term “LightSquared” refers collectively to the twenty Chapter 11 debtors: LightSquared Inc., LightSquared LP, LightSquared Investors Holdings, SkyTerra Rollup LLC, SkyTerra RollupSub LLC, SkyTerra Investors LLC, TMI Communications Delaware, Limited Partnership, LightSquared GP Inc., 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., Inc., One Dot Four Corp., One Dot Six Corp and One Dot Six TVCC Corp.

Commission (“FCC”) effectively suspended its valuable licenses for certain terrestrial operations. The bankruptcy court confirmed LightSquared’s Modified Second Amended Joint Plan (the “Plan”) for reorganization in an oral decision, which was then affirmed on appeal to the district court. *See In re LightSquared, Inc.*, 534 B.R. 522, 525 (S.D.N.Y. 2015).

Under the Plan as approved, no common equity holder of LightSquared Inc. would receive any recovery, meaning that Ahuja, who held 8% of the common equity in LightSquared Inc., would receive no value in the reorganization. Ahuja argues that the Plan should not have been confirmed because (1) it does not satisfy 11 U.S.C. § 1129(b)’s fair and equitable rule, and (2) it does not satisfy 11 U.S.C. § 1123(a)(4)’s equal treatment rule. LightSquared rebuts each of Ahuja’s arguments in turn; it also argues that Ahuja’s appeal should be dismissed as equitably moot.

I. Mootness

Equitable mootness is a prudential doctrine under which a court may in its discretion dismiss a bankruptcy appeal “when, even though effective relief could conceivably be fashioned, implementation of that relief would be inequitable.” *In re Chateaugay Corp.*, 988 F.2d 322, 325 (2d Cir. 1993) (“*Chateaugay I*”). The

doctrine requires courts to “carefully balance the importance of finality in bankruptcy proceedings against the appellant’s right to review and relief.” *In re Charter Commc’ns, Inc.*, 691 F.3d 476, 481 (2d Cir. 2012).

A bankruptcy appeal is presumed equitably moot when the debtor’s reorganization plan has been substantially consummated. *Id.* at 482.

“Substantial consummation,” as defined by section 1101(2) of the Bankruptcy Code, requires “(A) transfer of all or substantially all of the property proposed by the plan to be transferred; (B) assumption by the debtor or by the successor to the debtor under the plan of the business or of the management of all or substantially all of the property dealt with by the plan”; and “(C) commencement of distribution under the plan.” 11 U.S.C. § 1101(2). The presumption of equitable mootness can be overcome, however, if all five of the “*Chateaugay* factors” are met:

- (1) “the court can still order some effective relief”;
- (2) “such relief will not affect the re-emergence of the debtor as a revitalized corporate entity”
- (3) “such relief will not unravel intricate transactions so as to knock the props out from under the authorization for every transaction that has taken place and create an unmanageable, uncontrollable situation for the Bankruptcy Court”

(4) “the parties who would be adversely affected by the modification have notice of the appeal and an opportunity to participate in the proceedings”

(5) “the appellant pursued with diligence all available remedies to obtain a stay of execution of the objectionable order if the failure to do so creates a situation rendering it inequitable to reverse the orders appealed from.”

In re Chateaugay Corp., 10 F.3d 944, 952–53 (2d Cir. 1993) (“*Chateaugay II*”)

(internal citations, quotations, and alterations omitted); *In re Charter Commc’ns, Inc.*, 691 F.3d at 482. “The *Chateaugay* factors ensure that there is no *per se* equitable mootness by requiring a court to examine the actual effects of the requested relief.” *In re Charter Commc’ns, Inc.*, 691 F.3d at 482.

In December 2015, after the bankruptcy court and district court confirmed the Plan, the FCC granted LightSquared’s application for approval of the “change of control” of its FCC licenses, the final step in the substantial consummation of the Plan. Accordingly, LightSquared filed a motion to dismiss the present appeal as equitably moot in which it argued that Ahuja cannot overcome the presumption of equitable mootness. In rebuttal, Ahuja concedes that the Plan is now substantially consummated, but argues that he can overcome the presumption of mootness under *Chateaugay II*.

Ahuja has met his burden of showing that the first, fourth, and fifth factors for overcoming the presumption of mootness are met in this case. *See Chateaugay II*, 10 F.3d at 952–53; *In re Charter Commc'ns, Inc.*, 691 F.3d at 484–86. The first factor is satisfied because “it is not impossible to grant [Ahuja] relief, in the sense that the appeal[] [is] not constitutionally moot.” *In re Charter Commc'ns, Inc.*, 691 F.3d at 484. The fourth factor is met because the parties that would be adversely affected—namely, the new investors in reorganized LightSquared—are “parties to this appeal” and “participated actively in the bankruptcy proceedings.” *Id.* Ahuja satisfied the fifth factor because he diligently sought a stay in the bankruptcy court, district court, and on appeal, and moved for an expedited appeal. *See id.*; *see also In re Metromedia Fiber Network, Inc.*, 416 F.3d 136, 144 (2d Cir. 2005) (“A chief consideration under *Chateaugay II* is whether the appellant sought a stay . . .”).

Ahuja argues that second and third factors are also met because this Court can still order effective relief without “affect[ing] the re-emergence of the [LightSquared] as a revitalized corporate entity” or “knock[ing] the props out from under the authorization for every transaction that has taken place” in three ways: (1) by vacating the confirmation order, (2) by redistributing the equity in

reorganized LightSquared, or (3) by awarding monetary damages. *Chateaugay II*, 10 F.3d at 952–53. We reject Ahuja’s first and second proposed forms of relief because we find that vacating the confirmation order and redistributing the equity in reorganized LightSquared is not the type of relief that can be undertaken without knocking the props out from under completed transactions or affecting the reemergence of the debtor from bankruptcy. *See Chateaugay II*, 10 F.3d at 952–53.

We are convinced, however, that this Court can order at least some effective relief in the form of monetary damages in this case—even as little as one dollar—without knocking the props out from under the completed transaction or affecting reorganized LightSquared’s reemergence as a revitalized corporate entity.³ This conclusion finds direct support in *Chateaugay II*, where we recognized that some effective relief could be granted when an appellant “would readily accept some fractional recovery that does not impair [the] feasibility [of the bankruptcy plan] or affect parties not before this Court, rather than suffer the

³ While we find that monetary damages can be awarded in accordance with the *Chateaugay* factors in the context of this specific case, in other cases, a court may find that it could not grant monetary relief without unwinding the reorganization plan or otherwise undermining the existence of the *Chateaugay* factors. *See, e.g., In re Charter Commc’ns, Inc.*, 691 F.3d at 485 (finding that the court could not grant monetary damages to an appellant asserting a misclassification claim without unwinding the reorganization plan and reclassifying creditors).

mootness of its appeal as a whole.” 10 F.3d at 954. We determined that we could “fashion effective relief” by remanding with instructions to the bankruptcy court to order the return of any funds that were erroneously disbursed, so long as “that can be done manageably and without imperiling [the debtor’s] fresh start.” *Id.* at 953. Likewise, in this case, Ahuja has signaled his willingness to accept some fractional recovery in the form of monetary damages, and we could fashion such relief without disturbing the Plan or affecting reorganized LightSquared’s fresh start.⁴

While Ahuja has overcome the presumption of equitable mootness, a remand to assess is not necessary in this case. *See Chateaugay II*, 10 F.3d at 954, 961 (declining to dismiss the appeal as equitably moot where the appellant could

⁴ In reaching this conclusion, we find additional support in two particularly instructive cases. First, in considering an equitable mootness challenge, the Ninth Circuit observed that it must “ask whether there are any forms of even partial relief that could be provided without unraveling the [bankruptcy] plan.” *In re Transwest Resort Props., Inc.*, 801 F.3d 1161, 1172–73 (9th Cir. 2015). Noting that “[l]ogically, the value of” the appellant’s claim “was worth somewhere between nothing and \$39 million,” the court concluded that there was “no reason why, if the court were to devise a remedy that required Reorganized Debtors to pay [the appellant] one dollar, for example, the plan would be undone.” *Id.* at 1173. The Fifth Circuit reached the same conclusion. *See In re Texas Grand Prairie Hotel Realty, L.L.C.*, 710 F.3d 324, 328 (5th Cir. 2013). The court held that it “could grant partial relief to [the appellant] without disturbing the reorganization, by, for example . . . granting a small money judgment.” *Id.* at 328. The court noted that there was “no credible evidence that granting such fractional relief would require unwinding any of the transactions undertaken pursuant to the reorganization plan.” *Id.*

be awarded monetary damages, but nevertheless refusing to grant relief on the merits because the challenged reorganization plan complied with the Bankruptcy Code). As set forth above, the Plan was fair and equitable, and complies with the equal treatment rule. To the extent that Ahuja wishes to assert claims to monetary damages other than the fair and equitable and equal treatment claims raised here, he has waived those claims by failing to raise them before us, the district court, or the bankruptcy court. *See Otal Invs. Ltd. v. M/V Clary*, 673 F.3d 108, 120 (2d Cir. 2012) (declining to consider arguments not raised in district court in light of “well-established general rule” that court of appeals will not consider an issue raised for first time on appeal).

II. Confirmation of the Plan

“We look through the district court to the bankruptcy court’s decision . . .” *In re DBSD N. Am., Inc.*, 634 F.3d 79, 94 (2d Cir. 2011). We independently review the bankruptcy court’s legal conclusions *de novo* and its factual findings for clear error. *In re Ames Dep’t Stores, Inc.*, 582 F.3d 422, 426 (2d Cir. 2009) (per curiam).

A. Fair and Equitable

Confirmation of a plan over the vote of a dissenting class requires that the plan be “fair and equitable, with respect to each class of claims or interest that is

impaired under, and has not accepted, the plan.” 11 U.S.C. § 1129(b)(1). While the Bankruptcy Code “does not define the full extent of ‘fair and equitable,’” it does “include[] a form of the absolute priority rule as a prerequisite.” *In re DBSD*, 634 F.3d at 94. That is, in order to be “fair and equitable” to a common equity holder, a reorganization plan must meet the following two requirements:

(i) the plan provides that each holder of an interest of such class receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or

(ii) the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property.

11 U.S.C. § 1129(b)(2)(C).

Ahuja does not assert that the absolute priority rule was violated by distributions to creditor classes junior to his class; nor could he, as his class was indisputably the most junior. Instead, Ahuja argues that the Plan is not fair and equitable because senior creditors were paid more than their claims were worth. Specifically, Ahuja contends that the bankruptcy court failed to properly value reorganized LightSquared, thereby overpaying some senior creditors with undervalued equity in reorganized LightSquared producing an “equity cushion”

that ought to have resulted in a distribution to common equity holders of LightSquared Inc.

We find that the Plan is fair and equitable to the common equity holders of LightSquared Inc. The absolute priority rule is not violated where, as here, no claim junior to Ahuja's was paid before his claim. Moreover, the bankruptcy court did not err, let alone clearly err, in concluding that reorganized LightSquared did not have an equity cushion sufficient to pay the claims of LightSquared Inc. common equity holders. The bankruptcy court's conclusion was premised on extensive factual findings, including, *inter alia*, the significant regulatory risks involved.



B. Equal Treatment

The Bankruptcy Code provides that any reorganization plan must "provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to a less favorable treatment of such particular claim or interest." 11 U.S.C. § 1123(a)(4). Ahuja contends that the Plan violates this requirement "[f]or the same reasons" that it violates the fair and equitable treatment rule.

Even accepting Ahuja's contention that he did not waive his equal treatment argument by failing to raise it before the bankruptcy court at the confirmation hearing, it fails on the merits. The Plan cancels the interests of all common equity holders in LightSquared Inc., including Harbinger Capital Partners LLC ("Harbinger") and Ahuja. Harbinger received value in the reorganization not for its common equity interests, but rather for its secured claim against LightSquared Inc. and the causes of action against third parties that it agreed to attribute to reorganized LightSquared. Thus, the Plan "provide[d] the same treatment for each claim or interest of [the common equity holder] class" with respect to LightSquared Inc. common equity holders, comporting with the equal treatment rule. 11 U.S.C. § 1123(a)(4).

We have considered Ahuja's remaining arguments and find them to be without merit. Accordingly, we **AFFIRM** the judgment of the district court.

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk

TAB F

This is Exhibit "F" referred to in the

Affidavit of Elizabeth Creary

Sworn before me this 14th day of April, 2016



A Commissioner, etc.

Joseph Anthony John Pignatelli,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law,
Expires May 1, 2017.

Presentment Date and Time: March 22, 2016 at 10:00 a.m. (prevailing Eastern time)

Objection Deadline: March 22, 2016 at 9:00 a.m. (prevailing Eastern time)

Hearing Date (Only if Objection Filed): To Be Determined

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Counsel to Reorganized Debtors

**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
)

**NOTICE OF PRESENTMENT ON MOTION FOR AN ORDER
ENTERING A FINAL DECREE AND CLOSING THE CHAPTER 11 CASES**

PLEASE TAKE NOTICE that LightSquared Inc. and certain of its affiliates, as reorganized debtors (collectively, "LightSquared")² in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), will present the annexed *Motion for an Order Entering a Final Decree and Closing the Chapter 11 Cases* (the "Motion") to the Honorable Shelley C. Chapman, Judge of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), for signature on **March 22, 2016 at 10:00 a.m. (prevailing Eastern time)**.

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.

² Reorganized LightSquared LP is now known as Ligado Networks LLC.

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the Motion must be made in writing, conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, set forth the basis for the objection and the specific grounds therefor, and be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>) and (b) by all other parties in interest, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers (as defined below)), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, and served in accordance with General Order M-399 upon each of the following: (i) the chambers of the Honorable Shelley C. Chapman ("Chambers"), One Bowling Green, New York, New York 10004, 6th Floor, (ii) LightSquared Inc., 10802 Parkridge Boulevard, Reston VA 20181, Attn: Jamie Kase, Esq., (iii) counsel to LightSquared, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, New York 10005, Attn: Andrew M. Leblanc, Esq. and Karen Gartenberg, Esq., (iv) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10004, Attn: Susan D. Golden, Esq., (v) counsel to the ad hoc secured group of Prepetition LP Lenders, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E Lauria, Esq. and Andrew C. Ambruoso, Esq., (vi) counsel to U.S. Bank National Association, as administrative agent under the Prepetition Inc. Credit Agreement and administrative agent under the DIP Agreement, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Michael S. Stamer, Esq. and Philip C. Dublin, Esq., (vii) counsel to Wilmington Savings Fund Society, FSB, as administrative agent under the Prepetition LP Credit Agreement, McDermott Will & Emery LLP, 340 Madison

Avenue, New York, NY 10173, Attn: Darren Azman, Esq., and (viii) counsel to Harbinger Capital Partners LLC, Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway, New York, NY 10019, Attn: David M. Friedman, Esq. and Adam L. Shiff, Esq., so as to be actually received **no later than March 22, 2016 at 9:00 a.m. (prevailing Eastern time)** (the “Objection Deadline”). Only those responses or objections that are timely filed, served, and received will be considered at the Hearing.

PLEASE TAKE FURTHER NOTICE that if a written objection to the Motion is not received by the Objection Deadline, the Bankruptcy Court may deem any opposition waived, treat the Motion as conceded, and enter an order granting the relief requested in the Motion without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that if a written objection is received by the Objection Deadline, a hearing will be held to consider the Motion, along with any written objection timely received, **on a date to be determined** at the United States Bankruptcy Court for the Southern District of New York, Honorable Shelley C. Chapman, United States Bankruptcy Judge, One Bowling Green, New York, New York 10004, Courtroom 623. The moving and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

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

Respectfully submitted,

New York, New York
Dated: March 15, 2016

/s/ Karen Gartenberg
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Pg 5 of 22
Presentment Date and Time: March 22, 2016 at 10:00 a.m. (prevailing Eastern time)
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Counsel to Reorganized Debtors

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

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

**MOTION FOR AN ORDER ENTERING A
FINAL DECREE AND CLOSING THE CHAPTER 11 CASES**

LightSquared Inc. and certain of its affiliates, as reorganized debtors (collectively, "LightSquared")² in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), file this motion (the "Motion") for entry of an order (the "Order"), pursuant to sections 105(a) and 350(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), Rule 3022 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and

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.

² Reorganized LightSquared LP is now known as Ligado Networks LLC.

Rule 3022-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), issuing a final decree and closing the Chapter 11 Cases. In support of the Motion, LightSquared respectfully states as follows:

Background Statement

1. On March 27, 2015, this Court entered an order [Docket No. 2276] (the “Confirmation Order”) confirming the *Modified Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 2276-1] (the “Plan”).³ Following entry of the Confirmation Order, LightSquared and its professionals worked tirelessly around the clock to satisfy the Plan conditions and close the transaction. Key to LightSquared’s emergence from bankruptcy protection was the raising of a new-money, senior-secured Working Capital Facility and receipt of regulatory approvals with respect to LightSquared’s request to transfer its spectrum licenses to New LightSquared. In the Spring and early Summer of 2015, LightSquared went to market, engaged Credit Suisse Securities (USA) LLC, Jefferies Finance LLC, and Morgan Stanley Senior Funding, Inc. as lead arrangers, and with their aid, ultimately raised Working Capital Facility commitments totaling \$1.5 billion.

2. Thereafter, on December 4, 2015, the Federal Communications Commission (the “FCC”) approved LightSquared’s request to transfer its spectrum licenses to New LightSquared, thereby paving the way for LightSquared to emerge from chapter 11. Over the ensuing 72-hour period, multiple old business entities were dissolved or converted, new entities were formed, claims were paid and liens were released, valuable billions of dollars’ worth of spectrum assets were transferred, billions of dollars of new debt was funded, billions of dollars of old debt was retired, over \$2 billion of multiple series of new debt and equity

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

securities were issued and dispersed, old equity was canceled, and millions of dollars of cash and other assets were contributed by LightSquared's New Investors. On December 7, 2015 (the "Effective Date"), the Plan was substantially consummated as to each LightSquared entity.⁴

3. Indeed, as of the date hereof, LightSquared has emerged from chapter 11 as a reorganized entity. All property proposed to be transferred pursuant to the Plan has been transferred. All disputed claims against the LightSquared estates have been resolved, and all payments required under the Plan have been made. The fees and expenses of LightSquared's professionals have been finally approved and paid. The successor to LightSquared has assumed the business and management of the property dealt with by the Plan. With one exception, there are no pending motions, contested matters, or adversary proceedings to be adjudicated by this Court.⁵ The GPS Action, the RICO Action, and the FCC Action filed by Harbinger and contributed to New LightSquared have each been dismissed. The action filed by LightSquared against certain members of the GPS industry has been settled and similarly been dismissed. The one exception – this Court's decision in *LightSquared LP v. SP Special Opportunities LLC (In re LightSquared Inc.)*, Adv. Pro. No. 13-01390 (June 10, 2014) – remains subject to appellate review with respect to certain issues including equitable disallowance and laches. The pendency of this standalone action, however, which concerns only a single creditor and does not implicate the distributions to any other party in interest, is not a bar to closing the Chapter 11

⁴ See Notice of (I) Effective Date of Plan, (II) Revised Schedule of Assumed Agreements, and (III) Revised List of Officers and Directors for Reorganized Debtors [Docket No. 2433].

⁵ As this Court is aware, on April 9, 2015, SP Special Opportunities, LLC ("SPSO") filed a notice of appeal with the Court [Docket No. 2306] and commenced an appeal (the "SPSO Appeal") of the Confirmation Order, limited specifically to the injunction provisions in Paragraph 36(b) thereof. On October 7, 2015, the District Court issued a decision that vacated Paragraph 36(b) of the Confirmation Order and remanded the matter to the Bankruptcy Court to consider whether additional injunctive relief was appropriate. To date, no action has been taken by any of LightSquared or SPSO in this Court with respect to Paragraph 36(b).

Cases, for the reasons discussed further below. In sum, the LightSquared estates have been fully administered.

4. Thus, all that truly remains “open” in these Chapter 11 Cases is the appeal (the “Ahuja Appeal”) commenced by Sanjiv Ahuja (“Ahuja”), LightSquared’s former CEO, on March 27, 2015, seeking to overturn the Confirmation Order – an appeal that was denied by the United States District Court for the Southern District of New York on July 29, 2015. Oral arguments with respect to (a) a subsequent appeal filed by Ahuja on August 5, 2015 in the United States Court of Appeals for the Second Circuit (the “Second Circuit”) and (b) LightSquared’s motion to dismiss the Ahuja Appeal on equitable mootness grounds, filed on December 8, 2015, were heard by the Second Circuit on February 18, 2016. LightSquared firmly believes that the Ahuja Appeal either will be dismissed as equitably moot or denied on its merits by the Second Circuit. In the unlikely event, however, that Ahuja were to prevail both on the motion to dismiss *and* on the merits of the appeal, Ahuja would still not be prejudiced by the closing of the Chapter 11 Cases at this time because the Court would be able to re-open the Chapter 11 Cases and adjudicate the matter. But LightSquared would be greatly prejudiced if it were not able to close the Chapter 11 Cases now, as it would be obligated to continue to pay the quarterly fees of the United States Trustee and to file quarterly operating reports up until the point in time where Ahuja’s options with respect to his appeal finally expire.⁶

5. Nearly four years after LightSquared filed petitions for relief on May 14, 2012, LightSquared has finally reached the point of closing its Chapter 11 Cases. LightSquared believes that it is entirely appropriate and within the bounds of section 350(a) of the Bankruptcy Code for this Court to issue a final decree and close the Chapter 11 Cases and not hold up doing

⁶ LightSquared strongly believes that the United States Supreme Court is unlikely to grant Ahuja’s petition for certiorari and hear the Ahuja Appeal if Ahuja were to pursue his appeal further. But such process could, and likely would, last many months, all at LightSquared’s expense and with no cost to Ahuja.

so simply because of a continuing – and unlikely to be successful – attempt by Ahuja to overturn the Confirmation Order. LightSquared accordingly respectfully requests that the Order be entered.

Jurisdiction

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

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

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

8. The statutory bases for the relief request herein are sections 105(a) and 350(a) of the Bankruptcy Code, Bankruptcy Rule 3022, and Local Rule 3022-1.

Relief Requested

9. By this Motion, LightSquared respectfully requests entry of an Order, substantially in the form attached hereto as Exhibit A, pursuant to sections 105(a) and 350(a) of the Bankruptcy Code, Bankruptcy Rule 3022, and Local Rule 3022-1, issuing a final decree and closing the Chapter 11 Cases.

Basis for Relief Requested

A. Closing of the Chapter 11 Cases

10. Section 105(a) of the Bankruptcy Code provides, in relevant part, that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Section 350(a) of the Bankruptcy Code provides that “[a]fter an estate is fully administered and the court has discharged the trustee, the court shall close the case.” 11 U.S.C. § 350(a). Bankruptcy Rule 3022, which implements section 350 of the Bankruptcy Code, further provides that “[a]fter an estate is fully administered in a chapter 11 reorganization case, the court, on its own motion or on motion of a party in interest, shall enter a final decree closing the case.” FED R. BANKR. P. 3022.

11. The term “fully administered” is not defined by either the Bankruptcy Code or the Bankruptcy Rules. Rather, the 1991 Advisory Committee Note to Bankruptcy Rule 3022 (the “Advisory Committee Note”) sets forth the following factors to be considered when evaluating whether a case has been fully administered:

- (a) whether the order confirming the plan has become final;
- (b) whether the deposits required by the plan have been transferred;
- (c) whether the property proposed by the plan to be transferred has been transferred;
- (d) whether the debtor or the successor of the debtor under the plan has assumed the business or management of the property dealt with by the plan;
- (e) whether payments under the plan have commenced;⁷ and
- (f) whether all motions, contested matters, and adversary proceedings have been finally resolved.⁸

12. Generally, courts weigh the factors set forth by the Advisory Committee Note in determining whether an estate has been fully administered while keeping in mind that the final decree in and of itself does not “adjudicate any rights between the parties, and is more of an administrative step to allow the clerk’s office to dispose of the fully administered case file[.]” In re Kliegel Bros. Universal Elec. Stage Lighting Co., 238 B.R. at 541 (citing In re Beechnoll Nursing Homes, Inc., 202 B.R. 260, 261 (Bankr. S.D. Ohio 1996)).

13. No one factor is dispositive. See In re Kliegel Bros., 238 B.R. at 542 (“the factors set forth in the Note are plainly an aid or checklist that serves to insure that there is no unfinished business before the Court or in the case”). The Advisory Committee Note makes

⁷ Local Rule 3022-1 requires that distributions under the plan be completed, not only commenced.

⁸ See, e.g., In re McClelland, 377 B.R. 446, 453 (Bankr. S.D.N.Y. 2007) (Advisory Notes “list a number of factors for the Court to consider before entering a final decree”); In re Kliegel Bros. Universal Elec. Stage Lighting Co., Inc., 238 B.R. 531, 542 (Bankr. E.D.N.Y. 1999) (same).

clear, however, that a court should not keep a case open “only because of the possibility that the court’s jurisdiction may be invoked in the future” or because payments remain to be made under the plan. Thus, even if all of the Advisory Committee Note factors are not satisfied, a court can nevertheless determine that the issuance of a final decree is warranted. See, e.g., In re Federated Dep’t Stores, 43 F. App’x 820, 823 (6th Cir. 2002) (affirming issuance of final decree despite outstanding litigation claims that could take many years to resolve); In re Pacor, Inc. & Pacor Material Supply Co., No. 95-294, 1995 U.S. Dist. LEXIS 8106 at *2 (E.D. Pa. June 13, 1995) (closing case although it could take fifty years to make disbursements to claimants); In re JMP-Newcor Int’l, 225 B.R. 462, 465 (Bankr. N.D. Ill. 1998) (issuing final decree although adversary proceeding pending and certain disbursements remained to be made).

14. The Chapter 11 Cases have been “fully administered” within the meaning of section 350 of the Bankruptcy Code. Indeed, all but one of the six factors set forth in the Advisory Committee Note have been satisfied. Among other things,

- (a) LightSquared has emerged from chapter 11 as a reorganized entity;
- (b) all property proposed to be transferred pursuant to the Plan has been transferred;
- (c) all disputed claims with respect to the Plan have been resolved,⁹ and
- (d) all payments required under the Plan have been made.

15. While the first factor, whether the order confirming the plan has become final, has not been satisfied given the pendency of the Ahuja Appeal, the Plan has been substantially consummated within the meaning of section 1101(2) of the Bankruptcy Code,¹⁰

⁹ The appeal of this Court’s decision relating to the equitable disallowance of SPSO’s claim remains pending as discussed above. SPSO’s claim, however, was nonetheless paid in full in cash on the Effective Date of the Plan. Moreover, as discussed further below, the pendency of the related adversary proceeding is not a bar to closing the Chapter 11 Cases.

¹⁰ Under section 1101(2) of the Bankruptcy Code, a plan has been substantially consummated when the following has occurred:

making it appropriate for the Court to enter a final decree closing the Chapter 11 Cases of LightSquared. See Walnut Assoc. v. Saidel, 164 B.R. 487, 493 (E.D. Pa. 1994) (noting that substantial consummation is one factor to be considered); see also In re Gates Community Chapel of Rochester, Inc., 212 B.R. 220, 223-24 (Bankr. W.D.N.Y. 1997) (same).

16. Moreover, although the Ahuja Appeal (and the adversary proceeding related to equitable disallowance) is still pending, the Court has the authority to close the Chapter 11 Cases and retain jurisdiction to reopen the Chapter 11 Cases in the event the Ahuja Appeal is granted. See In re Federated Dep't Stores, 43 F. App'x at 823. Indeed, applicable caselaw generally provides that a case may be closed notwithstanding a pending appeal or adversary proceeding. See, e.g., In re W.A.R. LLP, No. 11-00044, 2011 WL 2693971, at *1 (Bankr. D. D.C. July 11, 2011), aff'd, 467 B.R. 543 (D. D.C. 2012), aff'd, 491 F. App'x 196 (D.C. Cir. 2012) ("Accordingly, I will close the case. Under 11 U.S.C. § 350(b), the court is permitted to reopen the case for cause, including, in this case, in order to address the pending sanctions issues and the results of any pending appeals, or any other appeals that may be filed."); In re Valence Tech., Inc., No. 12-11580-CAG, 2014 WL 5320632, at *4 (Bankr. W.D. Tex. Oct. 17, 2014) ("As such, the Court finds that the parties' pending appeals of the Fee Orders should not prevent entry of a final decree closing this case"); In re Provident Fin., Inc., 2010 WL 6259973, at *9 (B.A.P. 9th Cir. Oct. 12, 2010) (stating that the existence of an appeal does not prevent a case from being "fully administered"); In re JMP-Newcor Int'l, Inc., 225 B.R. 462, 465 (N.D. Ill. 1998) (closing case despite pending adversary proceeding); In re Union Home & Indus., Inc., 375 B.R. 912, 918 (B.A.P. 10th Cir. 2007) ("The continuation of an

-
- (i) transfer of all or substantially all of the property proposed by the plan to be transferred;
 - (ii) assumption by the debtor or by the successor to the debtor under the plan of business or of the management of all or substantially all of the property dealt with by the plan; and
 - (iii) commencement of distributions under the plan.
- 11 U.S.C. §1101(2).

adversary proceeding as well is insufficient by itself to keep a case from being considered ‘fully administered.’”).

17. Importantly, denying LightSquared’s motion to close these Chapter 11 Cases now while awaiting final resolution of the Ahuja Appeal will prejudice only LightSquared in that LightSquared, and LightSquared alone, must carry the cost and burden of continuing these Chapter 11 Cases by, among other things, continuing to pay the U.S. Trustee Fees (as defined below) and continuing to file the quarterly operating reports. It does not prejudice Ahuja from continuing to pursue his appeal. Accordingly, LightSquared respectfully submits that the Court enter the Order and issue the final decree closing the Chapter 11 Cases.

U.S. Trustee Fees and Closing Report

18. As of the date of this Motion, LightSquared has paid all quarterly fees to the United States Trustee for the Southern District of New York (the “U.S. Trustee Fees”) for periods through LightSquared’s most recent operating quarter ending December 31, 2015, and LightSquared does not owe any money to the Clerk of the Court as of the date hereof.

19. In accordance with the requirement of Local Rule 3022-1, the Closing Report attached hereto as Exhibit B, describes, among other things (a) the fees and expenses of the retained professionals who rendered services during the pendency of the Chapter 11 Cases, and (b) the distributions that have been made under the Plan.

Notice

20. LightSquared has caused notice of this Motion to be provided by electronic mail, facsimile, regular or overnight mail, and/or hand delivery to (a) the Chambers of the Honorable Shelley C. Chapman, (b) the Office of the United States Trustee for the Southern District of New York, (c) counsel to the ad hoc secured group of Prepetition LP Lenders, (d)

counsel to U.S. Bank National Association, as administrative agent under the Prepetition Inc. Credit Agreement and administrative agent under the DIP Agreement, (e) counsel to Wilmington Savings Fund Society, FSB, as administrative agent under the Prepetition LP Credit Agreement, and (f) counsel to Harbinger Capital Partners LLC. LightSquared respectfully submits that no other or further notice is required or necessary.

WHEREFORE, LightSquared respectfully requests that the Court (i) enter the Order, substantially in the form attached hereto as Exhibit A, issuing a final decree and closing the Chapter 11 Cases and (ii) grant such other and further relief as is just and proper.

New York, New York
Dated: March 15, 2016

/s/ Karen Gartenberg
Andrew M. Leblanc
Karen Gartenberg
David G. Litvack
MILBANK, TWEED, HADLEY & M^CCLOY LLP
28 Liberty Street
New York, NY 10005-1413
(212) 530-5000

Counsel to Reorganized Debtors

Exhibit A

Proposed Order

Andrew M. Leblanc
Karen Gartenberg
David G. Litvack
MILBANK, TWEED, HADLEY & M^cCLOY LLP
28 Liberty Street
New York, NY 10005-1413
(212) 530-5000

Counsel to Reorganized Debtors

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

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

**ORDER ENTERING FINAL DECREE AND
CLOSING THE CHAPTER 11 CASES OF LIGHTSQUARED INC.**

Upon the motion (the "Motion")², and the Closing Report attached to the Motion as Exhibit B (the "Closing Report"), of LightSquared Inc. and certain of its affiliates, as reorganized debtors (collectively, "LightSquared")³ in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), for entry of an order, pursuant to sections 105(a) and 350(a) of the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022-1 of

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.

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

³ Reorganized LightSquared LP is now known as Ligado Networks LLC.

the Local Bankruptcy Rules for the Southern District of New York, closing the Chapter 11 Cases; 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 having been given pursuant to Bankruptcy Rule 2002(b) and appearing adequate and appropriate under the circumstances; and the Court having found no other or further notice is needed or necessary; and the Court having determined that the legal and factual bases set forth in the Motion 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 due consideration having been given to any responses thereto; 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 350(a) of the Bankruptcy Code, the above-captioned jointly administered Chapter 11 Cases are hereby closed, subject to the Court's retention of jurisdiction as is provided for in Article XI of the Plan. Nothing in this Order shall prejudice any right to reopen these Chapter 11 Cases at any time in accordance with and for the purposes established by, section 350(a) of the Bankruptcy Code.
3. The Closing Report is approved.
4. Kurtzman Carson Consultants LLC ("KCC") shall (a) prepare final claims registers for the clerk's office, pursuant to the guidelines for implementing 28 U.S.C. § 156(c), and (b) box and transport all claims to the Federal Archives, at the direction of the Clerk's Office.

5. The services of KCC as the official claims and noticing agent for the debtors and debtors in possession, appointed in these Chapter 11 cases pursuant to 28 U.S.C. § 156(c) and the *Order Authorizing and Approving Employment and Retention of Kurtzman Carson Consultants LLC as Claims and Noticing Agent for Debtors and Debtors in Possession*, dated May 5, 2012, are hereby terminated and released.

6. LightSquared shall not be obligated to pay quarterly fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930(a)(6) in respect of its Chapter 11 Cases beyond the date of entry of this Order.

7. LightSquared is authorized to take all actions necessary to effectuate this Order.

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

9. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

New York, New York
Date: _____, 2016

HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Closing Report

Andrew M. Leblanc
 Karen Gartenberg
 David G. Litvack
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 28 Liberty Street
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 (212) 530-5000

Counsel to Reorganized Debtors

**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

CLOSING REPORT FOR THE CASE

To the best of my knowledge and belief, the following is a breakdown in the above-captioned case:

Applicant	Compensation Period	Fees Awarded	Expenses Awarded	Total Award
Attorneys for Debtors				
Milbank, Tweed Hadley & McCloy LLP	May 14, 2012 through December 7, 2015	\$59,685,830.75	\$2,473,921.64	\$62,169,752.39
Dentons Canada LLP	May 14, 2012 through December 7, 2015	\$2,616,198.72	\$56,119.05	\$2,672,317.77

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.

Applicant	Compensation Period	Fees Awarded	Expenses Awarded	Total Award
Gibson, Dunn & Crutcher LLP	May 14, 2012 through December 7, 2015	\$733,106.00	\$38,042.41	\$771,149.41
Pillsbury Winthrop Shaw Pittman LLP	May 14, 2012 through December 7, 2015	\$684,484.38	\$15,404.14	\$699,888.52
Latham & Watkins LLP	May 14, 2012 through December 7, 2015	\$7,300,065.32	\$23,471.72	\$7,323,537.04
Kirkland & Ellis LLP, as counsel to the Special Committee	September 1, 2013 through December 7, 2015	\$4,662,635.50	\$149,717.71	\$4,812,353.21
Kirkland & Ellis LLP, as Special Litigation Counsel	May 14, 2012 through December 7, 2015	\$4,671,381.35	\$231,311.71	\$4,902,693.06
Total:		\$80,363,703.02	\$2,987,988.38	\$83,351,691.40
Other Retained Professionals in Chapter 11 Cases				
Alvarez & Marsal North America, LLC	May 14, 2012 through December 7, 2015	\$627,632.00	\$33,924.32	\$661,556.32
Ernst & Young LLP	May 14, 2012 through December 7, 2015	\$6,173,755.51	\$26,923.65	\$6,200,679.16
Moelis & Company LLC	May 14, 2012 through December 7, 2015	\$38,420,967.74	\$1,022,940.35	\$39,443,908.09
Total:		\$45,222,355.25	\$1,083,788.21	\$46,306,143.22

1. **DISTRIBUTIONS MADE TO HOLDERS OF ALLOWED CLAIMS: 100%**
2. **DIVIDEND PAID: 100%**
3. **NO FUTURE DISTRIBUTIONS CONTEMPLATED**
4. **No trustee or examiner was appointed in these Chapter 11 Cases**

New York, New York
Dated: March 15, 2016

/s/ Andrew M. Leblanc
Andrew M. Leblanc
Karen Gartenberg
David G. Litvack
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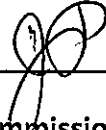
Counsel to Reorganized Debtors

TAB G

This is Exhibit "G" referred to in the

Affidavit of Elizabeth Creary

Sworn before me this 14th day of April, 2016

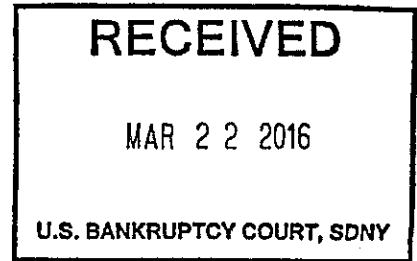


A Commissioner, etc.

Joseph Anthony John Pignatelli,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires May 1, 2017.

March 18, 2016

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK



In re: Chapter 11
LIGHTSQUARED INC., et al., Case No. 12-12080 (SCC)
Debtors.

**MOTION IN OBJECTION THE FINAL DECREE AND
CLOSING OF THE CHAPTER 11 CASE**

Please take notice Your Honor Shelley C. Chapman, we the minority, and victimized minority common shareholders of a once publicly traded telecommunication company, by the name of **Terrestar Corporation, Case # 11-10612 (SHL)**, tried in the Southern District Court of New York must respectfully, and emphatically OBJECT with the final closing of the bankruptcy proceedings of LightSquared Inc, formerly known as “ **Skyterra Communications Inc.** “.

Your Honor, Terrestar Corporation corporate assets were carefully, and fraudulently diverted to financially benefit certain insiders including Phillip Falcone, his foreign Hedge Fund located in Dublin, Ireland, Harbinger Capital Master Fund I, Ltd., and others in Skyterra Communications Inc.

Let us explain:

Terrestar Corporation slowly, but surely corporate assets were being diverted even before **MOTIENT COPORATION**, became Terrestar Corporation . Motient Corporation



became Terrestar Corporation when there was an Initial Public Offering, or I.P.O., on **August 16, 2007** in the Nasdaq Exchange.

What was truly occurring was a sister company by the name of “ **M.S.V. “, or Mobile Satellite Ventures, Inc.**, both M.S.V., and Skyterra Communications Inc., were both financially benefiting by fleecing the liquidity, and the corporate assets from formerly Motient Corporation, and then Terrestar Corporation to M.S.V., and as well Skyterra Communications Inc.

And by doing so, Terrestar Corporation once owned 58% of the equity ownership of Skyterra Communications Inc. And on March 29, 2010, Phillip Falcone offered a deliberate, and malicious low price to purchased the 58% equity ownership of Skyterra Communications Inc., owned by Terrestar Corporation. But there was problem, Phillip Falcone was the majority common shareholder of Terrestar Corporation, by owning over 50% of the common shares of Terrestar Corporation . Skyterra Communications Inc., owned the 1.6 GHz Spectrum License, and Phillip Falcone, and its foreign owned Harbinger Capital Master Partners Fund I, Ltd., only paid **\$262,500,000.00**, (the **minority common shareholders of Terrestar Corporation did not see one dime, because Terrestar Corporation was deliberately taken to Chapter 11 bankruptcy on February 16, 2011**). For this very valuable asset that truly was valued for the amount of over **\$1,849,000,000.00**, when it was released by their media spoke person on March 29, 2010, a “ Tom Surface “, in their former website www.skyterra.com. And was also valued by Jefferson Pilot Corporation, for an amount of **\$1,620,000,000.00 to \$1,720,000,000.00**. And another independent valuation study was done by Morgan Stanley, and they valued the 1.6 GHz Spectrum License to be in the range of

\$1,750,000,000.00.

But there is problem Your Honor, the *Intangible Asset of the 1.6 GHz Spectrum License*, was never disclosed in the Financial Statements of Terrestar Corporation to the Securities Exchange Commission, for the year of 2007, not for the year of 2008, not for the year of 2009, and neither was it reported in the last two quarters of 2010 for Terrestar Corporation . Another words, it was concealed, and was never reported to the Securities Exchange Commission to begin with by the Management, the Board of Directors, and the in-house Lawyer of Terrestar Corporation.

Your Honor, this is a complete, and absolute violation of Securities laws, and mandate of the Securities Exchange Commission .As well violations of “ **BANKRUPTCY ABUSE AND CONSUMER PROTECTION ACT OF 2005** “. From **Section 152, Section 154, Section 156, Section 157, and Section 158.**

Another words, Terrestar Corporation had a 58% ownership stake of Skyterra Communications Inc., it was deliberately, and maliciously stolen from the victimized common shareholders of Terrestar Corporation There is also a clear violation of *Section 548*, or a “ Fraudulent Transfer “ occurs, when the 1.6 GHz Spectrum License is sold on **March 29, 2010**, and then Terrestar Corporation files the petition for Chapter 11 bankruptcy on **February 16, 2011**.

Your Honor both Phillip Falcone, and Charles Ergen were in the driver seat in Terrestar Corporation .With their influence, financially destroying, and deliberately fleecing the assets, conspired to bankrupt Terrestar Corporation.

They were the “ *BLACK MARBLES* “, (Terrestar Networks Inc., Case # 10-15446 (SHL), Docket # 129, Page # 6, and Docket # 206, Page 114 to Page 119), in which

they both conspired to financially benefit in the taking of the two most valuable Intangible asset, the 2.0 GHz Spectrum License, and then 1.6 GHz Spectrum License controlled by Phillip Falcone, and his foreign owned Hedge Fund
At the same time both Phillip Falcone, Charle Ergen, and others were instrumental ,in the deliberate bankrupting of Terrestar Corporation to acquire the assets. And then later they became bitter legal adversaries, fighting for control of the 1.6 GHz Spectrum License which was once owned by minority common shareholders of Terrestar Corporation .

WRONG VENUE / JURISDICTION

Your Honor this is also for the record, Terrestar Corporation was never suppose to be tried in the Southern District Court of New York to begin with. The violation of *United States Code 28 Section 1408* were violated as well, when the in-house lawyer for Terrestar Corporation makes a purchase of a shelf aged company from a corporate service company by the name of “ **Wyoming Corporate Services Inc., from Cheyenne, Wyoming. The name of that company was Worldwide Imaging Inc., back in December 2008.** An egregious act of fraud was committed when Terrestar Corporation fraudulently fabricates the venue / jurisdiction to take the bankruptcy to the wrong venue which was in the Southern District Court of New York. Worldwide Imaging Inc., name was change on March 10, 2010 to “ **TERRESTAR OF NEW YORK INC.** “.

The address that was listed in New York City, and deliberately listed to the Securities Exchange Commission , was a Call Center.

But Terrestar Corporation never had any presence whatsoever in New York City, and

neither in the State of New York .There were never any employees, no offices, and never any personnel in New York City, and neither in State of New York. The address listed was a Call Center by the name of **1800 We Answer**. Since then, 1 800 We Answer has change their name to **Stericycle Communications Inc.**, and the address listed, they were at the same location for over 21 years until they moved.

Therefore Your Honor, this was brought to the attention to the bankruptcy court, to the former Appointed United States Trustee Tracy Hope Davis, (she was transfer to a District in California since then), and the **Appointed Trial Lawyer Susan D. Golden**. **Therefore Your Honor, we need to question why then the former Appointed United States Trustee Tracy Hope Davis, the current Appointed Trial Lawyer Susan D. Golden slept Terrestar Corporation under the rug. And why Terrestar Corporation, and it's largest division Terrestar Networks Inc., were permitted to be tried in the wrong venue / jurisdiction to begin with.**

The venue was fraudulently fabricated, and the Department of Justice, Office of United States Trustee, William Harrington, from Region 2, later responds to our argument that Terrestar Corporation violated United States Code 28 Section 1408, Terrestar Corporation never belonged in the Southern District Court of New York to begin with, due to the wrong venue / jurisdiction was fraudulently fabricated. His response was that we had a valid concern but unfortunately, the Office of the United States Trustee is not appropriate for them to intervene because it was untimely.

Your Honor, then we truly have a double standard in the bankruptcy laws, and the rule of law, and justice is not being applied in the case of Terrestar Corporation, and neither for Terrestar Networks Inc.

For the record, in the case of **Patriot Coal Corporation, Case # 12-12900 (SCC)**, both the former Appointed U.S. Trustee, Tracy Hope Davis, and the Appointed Trial Lawyer Susan D. Golden request from Your Honor for Patriot Coal Corporation to be transfer to it's proper venue / jurisdiction .Which was in the District Court of Eastern Missouri, for the interest of justice due to the violation of **United States Code 28, Section 1412.**

Your Honor, in another case in the Southern District Court of New York, a case by the name of **Houghton Mifflin Harcourt Publishing Company, Case # 12-12171 (REG)**, the Honorable Robert E. Gerber is presiding. Judge Gerber orders the transfer of the case because of the violation of **United States Code 28 Section 1408**, and demands the immediate transfer of this case to it's proper venue / jurisdiction .Your Honor, the former Appointed United States Trustee is Tracy Hope Davis, and the Appointed Trial Lawyer is the very same Susan D. Golden.

Therefore Your Honor, all we are asking is for justice, and for the rule of law to be applied to the same standards to the victimized minority common shareholders of Terrestar Corporation.

CONCLUSION

Your Honor, we the victimized minority common shareholders are not here to harm any innocent parties .Our constitutional rights were violated, and our property was stolen from a carefully, and well planned *constructive fraud bankruptcy scheme* that has been ongoing since 2002, in the stealing of over **\$35 Billion Dollars** of corporate, and intangible assets.

Your Honor, what we are asking for, is for the court to set up a separate fund only to reimburse the 58% minority stake that was under paid by Phillip Falcone, it's Hedge Fund Harbinger Capital Partners Master Fund I, Ltd, and now by LightSquared Inc., (formerly known as Skyterra Communications Inc.). By it's direct, as well indirect affiliate, or affiliates, and it's new emerged LightSquared Inc., to provide a set that will fund to pay only those minority victimized common shareholders of Terrestar Corporation, excluding the following parties:

- A. Phillip Falcone, and its affiliated Hedge Funds under the Harbinger Group.**
- B. Charles Ergen, and neither its companies EchoStar Corporation, Gamma Acquisitions, Inc., Dish Networks Inc., Port LLC., or any other direct, or indirect connected, and affiliates connected to Charles Ergen**
- C. Solus Alternative Asset Management, and it's Hedge Fund Manager Christopher Pucillo**
- D. Highland Capital Management, Inc. and it's Hedge Fund Manager James Dondero**
- E. Marathon Asset Management, Inc.**
- F. The BlackStone Advisory Group.**

Again, it is only for those victimized minority common shareholders Class 9 A that were wiped out in the third Plan of Reorganization in the Terrestar Corporation bankruptcy proceedings back in August 23, 2012.

Your Honor we are seeking the rule of law, and the interest of justice to be applied to the victimized minority common shareholders of Terrestar Corporation.

We are able, and willing to present ourselves to Your Honor, and discuss means to find a way to make it as easy as possible without causing harm, and disruption to the court, and to the different innocent parties.

We thank you Your Honor for giving us this chance to have a voice in your court once again .

Very truly yours,

The Minority Victimized Common Shareholders of Terrestar Corporation

cc.Karen Gartenberg

Milbank,Tweed,Hadley & McCloy, LLP

cc.The Honorable Senator Charles Grassley

cc.The Honorable Senator Jeff Sessions

cc.Kenneth Boehm

National Legal & Policy Center

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 April 26, 2015)
VOLUME I OF II

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