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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

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

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

RECOGNITION ORDER
(Disclosure and Solicitation)

THIS MOTION, made by LightSquared LP in its capacity as the foreign representative (the "**Foreign Representative**") of the Chapter 11 Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order substantially in the form attached as Schedule "A" to the notice

of motion of the Foreign Representative dated August 20, 2014 (the "**Notice of Motion**"), recognizing an order granted by the United States Bankruptcy Court for the Southern District of New York (the "**U.S. Bankruptcy Court**") in the cases commenced by the Chapter 11 Debtors under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Chapter 11 Cases**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Elizabeth Creary sworn August 20, 2014, the nineteenth report of Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer of the Chapter 11 Debtors (the "**Information Officer**"), dated August 5, 2014 (the "**Nineteenth Report**") and the twentieth report of the Information Officer, dated August 21, 2014 (the "**Twentieth Report**") and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for the Ad Hoc Secured Group of LightSquared LP Lenders and the LP DIP Lenders, no one else appearing although duly served as appears from the affidavit of service of Sinikka Berglund-Yates sworn August 21, 2014, filed,

RECOGNITION OF FOREIGN ORDER

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

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

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

made in the within proceedings, the Orders of this Court shall govern with respect to the Chapter 11 Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever in Canada.

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

AUG 26 2014

SCHEDULE "A"

Docket #1715 Date Filed: 8/20/2014

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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

[1] The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: August 20, 2014
New York, New York

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

Exhibit A-1

Form of Joint Plan Ballot

MILBANK, TWEED, HADLEY & M^{C}CLOY LLP
One Chase Manhattan Plaza
New York, New York 10005
(212) 530-5000
Counsel for Debtors and Debtors in Possession

WHITE & CASE LLP
1155 Avenue of the Americas
New York, New York 10036
(212) 819-8200
Counsel for Ad Hoc Secured Group of LightSquared LP Lenders

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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

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

[1] The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

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

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

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

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

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

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

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

PLEASE COMPLETE THE APPLICABLE ITEMS.

IMPORTANT

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

Item 1. Amount of Claim.

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

Item 2. Votes.

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

Accept	Reject
☐	☐

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

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

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

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

Item 3. Releases.

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

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

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

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

Item 4. Certifications.

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

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

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

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

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

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

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

Dated:_____, 2014

Name of Voter:_____
(Print or Type)

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

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

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

_____

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

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

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

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

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

VOTING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A-2

Form of Harbinger Plan Ballot

David M. Friedman (DFriedman@kasowitz.com)
Adam L. Shiff (AShiff@kasowitz.com)
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Facsimile: (212) 506-1800

Counsel for Harbinger Capital Partners, LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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

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

[1] The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

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

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

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

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

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

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

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

PLEASE COMPLETE THE APPLICABLE ITEMS.

IMPORTANT

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

Item 1. Amount of Claim.

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

_____.

Item 2. Class 7 Vote.

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

Accept	Reject
☐	☐

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

Item 3. Releases.

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

Item 4. Certifications.

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

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

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

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

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

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

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

Dated: _____, 2014

Name of Voter: _____
(Print or Type)

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

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

Street Address: _____

City, State, and
Zip Code: _____

_____

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

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

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

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

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

VOTING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B-1

Form of Joint Plan Notice of Non-Voting Status

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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

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1 The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

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

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

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

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

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

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

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

BY ORDER OF THE COURT

Matthew S. Barr
Alan J. Stone
Steven Z. Szanzer
Karen Gartenberg
MILBANK, TWEED, HADLEY & M^cCLOY LLP
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Exhibit B-2

Form of Harbinger Plan Notice of Non-Voting Status

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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

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1 The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

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

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

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

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

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

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

BY ORDER OF THE COURT

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

Exhibit C

Form of Combined Hearing Notice

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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

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

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

[1] The debtors in these Chapter 11 Cases (as defined below), along with the last four digits of each debtor's federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors' corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII.D: RELEASES BY DEBTORS.

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

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

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

ARTICLE VIII.E: EXCULPATION.

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

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

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

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

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

ARTICLE VIII.G: INJUNCTION.

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

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

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

ARTICLE VIII.D: RELEASES BY INC. DEBTORS.

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

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

ARTICLE VIII.E: EXCULPATION.

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

ARTICLE VIII.F: INJUNCTION.

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

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

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

ARTICLE X.A: RELEASES.

Releases by One Dot Six

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

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

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

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

ARTICLE X.B: EXCULPATION AND LIMITATION OF LIABILITY.

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

ARTICLE X.C: INJUNCTION.

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

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

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

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

BY ORDER OF THE COURT

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

RECOGNITION ORDER
(Disclosure and Solicitation)
(August 26, 2014)

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