

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.
JUSTICE MORAWETZ

) THURSDAY, THE 17TH
) DAY OF OCTOBER, 2013
)



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

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

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

RECOGNITION ORDER

THIS MOTION, made by LightSquared LP in its capacity as the foreign representative (the "**Foreign Representative**") of the Chapter 11 Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order substantially in the form attached as Schedule "A" to the notice of motion of the Foreign Representative dated October 11, 2013 (the "**Notice of**

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

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

SERVICE

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

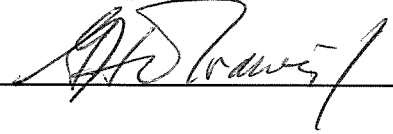
RECOGNITION OF FOREIGN ORDER

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

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

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

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



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



OCT 17 2013

SCHEDULE "A"

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

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

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

Upon the *Motion for Entry of Order (I) Approving Solicitation and Notice
Procedures with Respect to Confirmation of Competing Plans, (II) Approving Forms of Various
Ballots and Notices in Connection Therewith, (III) Approving Scheduling of Certain Dates in
Connection with Confirmation of Competing Plans, and (IV) Granting Related Relief* [Docket
No. 820] (the “Solicitation Procedures Motion”)² and the motions (together with the Solicitation
Procedures Motion, the “Motions”) of (a) LightSquared Inc. and certain of its affiliates, as
debtors and debtors in possession (collectively, “LightSquared”) in the above-captioned chapter
11 cases (the “Chapter 11 Cases”), (b) the Ad Hoc Secured Group, (c) U.S. Bank and MAST,

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

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

and (d) Harbinger, collectively, for entry of an order (this “Order”), (i) approving the adequacy of their respective disclosure statements, (ii) approving solicitation and notice procedures with respect to the confirmation of each respective Competing Plan, (iii) approving forms of various ballots and notices in connection therewith, (iv) approving the scheduling of certain dates in connection with confirmation of the Competing Plans, and (v) granting related relief, all as more fully set forth in the Motions; and it appearing that the Court has jurisdiction over these matters pursuant to 28 U.S.C. § 1334; and it appearing that these proceedings are core proceedings pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of these proceedings and the Motions in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motions appearing adequate and appropriate under the circumstances; and the Court having found that no other or further notice is needed or necessary; and the Court having reviewed the Motions and having heard statements in support of the Motions at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motions and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested in the Motions having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **FOUND, ORDERED, and ADJUDGED** that:³

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

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

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

- a. *First Amended General Disclosure Statement* [Docket No. 918],
- b. *Specific Disclosure Statement for Debtors' First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921],
- c. *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917],
- d. *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 914], and
- e. *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912].

(collectively, the "Disclosure Statements").

Disclosure Statements Contain Adequate Information

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

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

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

Approval of Solicitation Procedures and Solicitation Package

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approval of Plan Confirmation Schedule

29. The Plan Confirmation Schedule is approved.

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

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

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

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

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

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

Objections” and, together with the Financial Wherewithal Objections, the “Supplemental Objections”) must be filed by December 6, 2013 at 11:59 p.m. (prevailing Eastern time) (the “Highest Bidder Objection Deadline”); provided, however, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared’s restructuring website at:

<http://www.kccllc.net/lightsquared> at least twenty-four (24) hours prior to the Highest Bidder Objection Deadline, the Highest Bidder Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s).

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

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

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

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

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

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

Dated: October 10, 2013
New York, New York

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

Schedule 1

Solicitation Procedures

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

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

SOLICITATION PROCEDURES

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

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

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

Definitions

- (a) “**Ballot**” means the ballots included in the Solicitation Package upon which certain holders of impaired claims or equity interests entitled to vote shall, among other things, indicate their acceptance or rejection of the relevant Competing Plans in accordance with the Solicitation Procedures, and which must be actually received by the Claims and Solicitation Agent on or before the Voting Deadline.
- (b) “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases.
- (c) “**Claims and Solicitation Agent**” means Kurtzman Carson Consultants LLC, in its capacity as the notice, claims, solicitation, and balloting agent.
- (d) “**Confirmation Hearing**” means the hearing conducted by the Bankruptcy Court, pursuant to section 1128(a) of the Bankruptcy Code, to consider confirmation of the Competing Plans, as such hearing may be adjourned or continued from time to time and which currently is scheduled for December 10, 2013 at 10:00 a.m. (prevailing Eastern time).
- (e) “**Confirmation Hearing Notice**” means that certain notice of the Confirmation Hearing approved by the Bankruptcy Court pursuant to the Disclosure Statement Order.

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

- (f) **“General Tabulation Procedures”** means the procedures set forth herein for the purposes of tabulating votes to accept or reject the Competing Plans.
- (g) **“Notice of Non-Voting Status”** means the notice of non-voting status that holders of claims or equity interests in the Non-Voting Classes who hold claims that are not classified under the Competing Plans or who are presumed to accept or reject each of the Competing Plans will receive, in addition to the Confirmation Hearing Notice, in lieu of a Solicitation Package.
- (h) **“Plan Objection Deadline”** means November 26, 2013 at 4:00 p.m. (prevailing Eastern time), the date and time set by the Bankruptcy Court as the deadline by which objections to any of the Competing Plans must be filed and served in accordance with the Confirmation Hearing Notice; provided, however, that in connection with the Auction, objections to LightSquared’s selection of the highest and otherwise best bid must be filed by December 6, 2013 at 11:59 p.m. (prevailing Eastern time) (the **“Highest Bidder Objection Deadline”**); provided, further, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared’s restructuring website at: <http://www.kccllc.net/lightsquared> at least twenty-four (24) hours prior to the Highest Bidder Objection Deadline, the Highest Bidder Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s).
- (i) **“Solicitation Procedures”** means the procedures set forth herein.
- (j) **“Voting Classes”** means classes of claims or equity interests that are entitled to vote on a particular Competing Plan.

Solicitation Procedures

A. Voting Record Date.

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

B. Voting Deadline.

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

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

C. Solicitation Procedures.

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

- a. the Disclosure Statements (with all exhibits thereto, including the Competing Plans and the exhibits to the Competing Plans);
- b. the Disclosure Statement Order (excluding all exhibits thereto, other than these Solicitation Procedures);
- c. the Disclosure Statement Recognition Order;
- d. the Confirmation Hearing Notice;
- e. an appropriate number of Ballots (with voting instructions with respect thereto); and
- f. any supplemental documents that LightSquared or another proponent of a Competing Plan (collectively, the "Plan Proponents") may file with the Bankruptcy Court or that the Court orders to be made available.

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

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

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

- b. all entities that are listed in LightSquared's books and records as holding, as of the Voting Record Date, equity interests in LightSquared;
- c. holders of claims that are listed in the Schedules, with the exception of those claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled claims that have been superseded by a timely filed proof of claim and any scheduled claim that was paid, expunged, disallowed, or disqualified prior to the Voting Record Date); and
- d. holders of claims or equity interests that arise pursuant to an agreement or settlement with LightSquared, as reflected in a document filed with the Bankruptcy Court, in an order of the Bankruptcy Court, or in a document executed by LightSquared pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a proof of claim has been filed.

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

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

D. Voting and General Tabulation Procedures.

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

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

- a. holders of claims who, on or before the Voting Record Date, have timely filed, or on whose behalf was timely filed, a proof of claim (or an untimely proof of claim which has been allowed as timely by the Bankruptcy Court under applicable law on or before the Voting Record Date) that (i) has not been expunged, disallowed, disqualified, or suspended prior to the Voting Record Date and (ii) is not the subject of a pending objection on the Voting Record Date; provided, that the holders of a claim that is the subject of a pending objection on a reduced basis shall receive a Solicitation Package and be entitled to vote such claim in the reduced amount contained in such objection and provided further, that a holder of a claim that becomes a disputed claim at any date prior to fifteen (15) calendar days before to the Confirmation Hearing shall not be entitled to vote unless such holder becomes eligible to vote through a Resolution Event;
- b. all entities that are listed in LightSquared's books and records as holding, as of the Voting Record Date, equity interests in LightSquared;
- c. holders of claims that are listed in LightSquared's Schedules filed on June 27, 2012 [Docket Nos. 154-173] (collectively, the "Schedules"), with the exception of those claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled claims that have been superseded by a timely filed proof of claim and any scheduled claim that was paid, expunged, disallowed, or disqualified prior to the Voting Record Date);
- d. holders whose claims or equity interests arise pursuant to an agreement or settlement with LightSquared, as reflected in a document filed with the Bankruptcy Court, in an order entered by the Bankruptcy Court, or in a document executed by LightSquared pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a proof of claim has been filed; and
- e. the assignee of a timely filed claim or equity interest or a claim listed in the Schedules shall be permitted to vote such claim or equity interest only if the transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the claims register on the Voting Record Date.

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

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

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

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

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

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

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

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

- b. the Claims and Solicitation Agent will (i) date and time-stamp all Ballots when received and (ii) retain an electronic copy of all Ballots for a period of one (1) year after the Effective Date of the confirmed Competing Plan, unless otherwise ordered by the Bankruptcy Court;
- c. an executed Ballot is required to be submitted by the entity submitting such Ballot or its duly authorized agent;
- d. pursuant to the Bankruptcy Court's modification of Local Bankruptcy Rule 3018-1(a), LightSquared shall cause the Claims and Solicitation Agent to file a Voting Report with the Bankruptcy Court on or before December 9, 2013, one (1) day before the Confirmation Hearing. Each Plan Proponent may supplement this Voting Report in advance of the Confirmation Hearing to the extent necessary. The Voting Report shall, among other things, delineate every irregular Ballot, including, without limitation, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or necessary information, or damaged. The Voting Report shall indicate each Plan Proponent's intentions with regard to such irregular Ballots;
- e. the method of delivery of Ballots to the Claims and Solicitation Agent is at the election and risk of each holder of a claim or equity interest. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Solicitation Agent actually receives the executed Ballot;
- f. unless specifically instructed by the Claims and Solicitation Agent to do so, no Ballot should be sent to any of LightSquared, the Plan Proponents, LightSquared's agents (other than the Claims and Solicitation Agent), LightSquared's financial or legal advisors, or the agents or financial or legal advisors to any of the Plan Proponents; and, if so sent, will not be counted in connection with confirmation of a Competing Plan;
- g. each Plan Proponent expressly reserves the right to make non-substantive or immaterial changes to its Competing Plan and related documents without further order of the Bankruptcy Court (subject to compliance with the requirements of section 1127 of the Bankruptcy Code and the terms of its Competing Plan regarding modifications). The Bankruptcy Code requires each Plan Proponent to disseminate additional solicitation materials if such Plan Proponent makes material changes to the terms of its Competing Plan or if the Plan Proponent waives a material condition to confirmation of its Competing Plan. In that event, the solicitation may be extended to the extent directed by the Bankruptcy Court;

- h. if multiple Ballots are received from the holder of a claim or equity interest with respect to the same claim or equity interest prior to the Voting Deadline, the last dated valid Ballot received prior to the Voting Deadline will supersede and revoke any prior dated Ballot;
- i. separate Ballots received from the same holder of claims or equity interests on account of separate claims shall be counted separately for purposes of determining acceptances or rejections of the applicable Competing Plan pursuant to section 1126(c) of the Bankruptcy Code; provided, however, to the extent that a holder has multiple claims or equity interests within the same class under a Competing Plan, the applicable Plan Proponent may, in its discretion, aggregate and count as a single vote the claims or equity interests of such holder within a class for the purpose of counting the number of votes;
- j. holders must vote all of their claims or equity interests within a particular class under a Competing Plan either to accept or reject the Competing Plan and may not split any such votes. Accordingly, a Ballot that partially rejects and partially accepts a Competing Plan will not be counted with respect to such Competing Plan;
- k. a person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity must indicate such capacity when signing and, if required or requested by the applicable holder or its agent, the Claims and Solicitation Agent, a Plan Proponent, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder;
- l. any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted; provided, however, each Plan Proponent, subject to contrary order of the Bankruptcy Court, may waive (solely with respect to its Competing Plan) any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Report;
- m. no Plan Proponent nor any other entity will (i) be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report or (ii) incur any liability for failure to provide such notification; provided, however, that the Claims and Solicitation Agent shall provide to each Plan Proponent, upon reasonable request, true and correct copies of all Ballots received by the Claims and Solicitation Agent with respect to any Competing Plan.
- n. in the event a designation for lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy

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

- o. subject to any contrary order of the Bankruptcy Court, each Plan Proponent reserves the right to reject (solely with respect to its Competing Plan) any and all Ballots not in proper form, the acceptance of which, in the opinion of such Plan Proponent would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided, however, that any such rejections shall be documented in the Voting Report;
- p. if a claim or equity interest has been estimated or otherwise allowed for voting purposes by an order of the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a), such claim or equity interest shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution;
- q. if an objection to a claim or equity interest is filed, such claim or equity interest shall be treated in accordance with these Solicitation Procedures and the terms of the relevant Competing Plan;
- r. the following Ballots shall not be counted in determining the acceptance or rejection of a Competing Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the claim or equity interest; (ii) any Ballot cast by a party that does not hold a claim or equity interest in a class that is entitled to vote on the relevant Competing Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the relevant Competing Plan or any Ballot marked both to accept and reject the relevant Competing Plan; or (v) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures;
- s. to the extent any class of claims or equity interests under a Competing Plan is to be satisfied in full and in cash from Plan Consideration (as defined in such Competing Plan), the applicable Plan Proponent expressly reserves the right to (i) deem such class as unimpaired and (ii) treat the holders of claims or equity interests in such class as conclusively presumed to have accepted such Competing Plan pursuant to section 1126(f) of the Bankruptcy Code; provided, however, the foregoing shall not prejudice the right of any holder of a claim or equity interest in such class to object to such treatment; and

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

4. Temporary Allowance of Claims or Equity Interests for Voting Purposes.

Holders of claims or equity interests that are subject to a pending objection, or claims listed on LightSquared's Schedules as contingent or unliquidated (including any such contingent or unliquidated intercompany claims), as of the Voting Record Date, solely to the extent that such disputed claims or equity interests are not otherwise allowed pursuant to the applicable Competing Plan, cannot vote on the Competing Plans; provided, however, that if the pending objection seeks only to "reduce" the amount of such claim or equity interest, such claim or equity interest may be voted in the undisputed amount. For the avoidance of doubt, no motion is required to be filed under Bankruptcy Rule 3018(a) with respect to any claim or equity interest deemed allowed pursuant to a Competing Plan for purposes of such Competing Plan.

Notwithstanding the foregoing, a holder of a claim or equity interest may vote a disputed portion of its claim or equity interest if one or more of the following events (each, a "Resolution Event") has taken place by November 27, 2013 (i.e., a date eight (8) calendar days prior to the Voting Deadline):

- a. an order of the Bankruptcy Court is entered, after notice and a hearing, allowing such claim or equity interest pursuant to section 502(b) of the Bankruptcy Code;
- b. an order of the Bankruptcy Court is entered, after notice and a hearing, temporarily allowing such claim or equity interest for voting purposes only pursuant to Bankruptcy Rule 3018(a);
- c. LightSquared files amended Schedules that provide that the Disputed Claim is no longer contingent or unliquidated;
- d. a stipulation or other agreement between the holder of such claim or equity interest and each objecting party resolving the objection and allowing such claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court;
- e. a stipulation or other agreement between the holder of such claim or equity interest and each objecting party temporarily allowing the holder of such claim or equity interest to vote its claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court; or
- f. the pending objection to such claim or equity interest is voluntarily withdrawn by each objecting party.

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

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

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

E. Amendments to Solicitation Package.

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

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

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

Schedule 2

Ballots and Voting Instructions

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Counsel to Debtors and Debtors in Possession

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

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

BALLOT FOR [] [CLAIMS/EQUITY INTERESTS]²

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

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

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

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

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

- *First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders [Docket No. 917] (the “Ad Hoc Secured Group Plan”)*
- *Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC [Docket No. 913] (the “U.S. Bank/MAST Plan”)*
- *Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code Proposed by Harbinger Capital Partners, LLC [Docket No. 912] (the “Harbinger Plan”)*

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

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

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

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

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

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

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

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

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

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

PLEASE COMPLETE THE APPLICABLE ITEMS.

IMPORTANT

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

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

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

Item 2. Votes.

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

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

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

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

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

Item 3. Preference Election.

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

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

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

Item 4. Releases.

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

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

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

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

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

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

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

Item 5. Certifications.

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

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

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

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

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

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

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

Dated: _____, 2013

Name of Voter: _____
(Print or Type)

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

Signature: _____

By: _____
(If Appropriate)

Title: _____
(If Appropriate)

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

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

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

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

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

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

VOTING INSTRUCTIONS

1. The Plan Proponents have filed the Competing Plans and Disclosure Statements. The Bankruptcy Court has (a) approved the Disclosure Statements and (b) directed the solicitation of votes with regard to the approval or rejection of the Competing Plans.
2. All capitalized terms used in the Ballot or these Voting Instructions but not otherwise defined herein shall have the meanings ascribed to them in the relevant Competing Plan or the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____].
3. If the Bankruptcy Court confirms a Competing Plan, it will bind the holders of claims against, and holders of equity interests in, the applicable Debtors in accordance with the terms thereof. Please review the Disclosure Statements for more information. These Voting Instructions apply to the holders of claims or equity interests wherever located, including, without limitation, those located in Canada.
4. The Bankruptcy Court has approved October 9, 2013, as the voting record date (the "Voting Record Date") for purposes of determining (a) which holders of claims or equity interests are entitled to vote on the Competing Plans and (b) whether claims or equity interests have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the claim or equity interest.
5. To ensure that your vote is counted, you must (a) complete the Ballot, (b) indicate your decision either to accept or reject the Competing Plans in the boxes provided in Item 2 of the Ballot, and (c) sign, date, and timely return the Ballot to Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the "Claims and Solicitation Agent").
6. If you are entitled to vote on the LightSquared Plan and do not do so but wish to elect to withhold consent to the third-party release provisions set forth in Article VIII.F of the LightSquared Plan (the "LightSquared Plan Third-Party Releases"), then to ensure that your election is recorded you must (a) complete Item 4 of the Ballot and (b) sign, date, and timely return the Ballot to the Claims and Solicitation Agent. If you indicate a decision either to accept or reject the LightSquared Plan in the boxes provided in Item 2 of the Ballot and complete Item 4 of the Ballot, your election in Item 4 with respect to the LightSquared Plan Third-Party Releases will be disregarded.
7. If you are entitled to vote on the Ad Hoc Secured Group Plan and do not do so but wish to elect to withhold consent to the third-party release provisions set forth in Section 13.1(b) of the Ad Hoc Secured Group Plan (the "Ad Hoc Secured Group Plan Third-Party Releases") and, together with the LightSquared Plan Third-Party Releases, the

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

8. To have your vote counted, your properly completed Ballot must actually be received by the Claims and Solicitation Agent no later than 4:00 p.m. (prevailing Pacific time) on December 5, 2013 (the “Voting Deadline”); provided, however, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed or posted on LightSquared’s restructuring website at: <http://www.kccllc.net/lightsquared> at least twenty-four (24) hours prior to the Voting Deadline, the Voting Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s).
9. Except as otherwise provided in the Solicitation Procedures, or unless waived by an objecting Plan Proponent (solely with respect to its Competing Plan) or permitted by order of the Bankruptcy Court, a Plan Proponent may reject the Ballot as invalid if it is not timely received on or prior to the Voting Deadline, and, therefore, decline to count it in connection with confirmation. The method of delivery of Ballots to be sent to the Claims and Solicitation Agent is at the election and risk of each holder of a claim or equity interest, but, except as otherwise provided in the Solicitation Procedures, such delivery shall be deemed made only when the executed Ballot is actually received by the Claims and Solicitation Agent.
10. Unless specifically instructed by the Claims and Solicitation Agent to do so, no Ballot should be sent to any of LightSquared, the Plan Proponents, LightSquared’s or the Plan Proponents’ agents (other than the Claims and Solicitation Agent), or LightSquared’s or the Plan Proponents’ financial or legal advisors. If so sent, the Ballot will not be counted in connection with confirmation of the Competing Plans.
11. The Plan Proponents expressly reserve the right to make non-substantive or immaterial changes to each of their respective Competing Plans and related documents without further order of the Bankruptcy Court (subject to compliance with the requirements of section 1127 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”) and the terms of the Competing Plan regarding modifications). The Bankruptcy Code requires the Plan Proponent to disseminate additional solicitation materials if the Plan Proponent makes material changes to the terms of the Competing Plan or if the Plan Proponent waives a material condition to confirmation of the Competing Plan. In that event, the solicitation may be extended to the extent directed by the Bankruptcy Court.
12. The Ballot is not a letter of transmittal and may not be used for any purpose other than transmitting your vote to accept or reject the Competing Plans or electing to opt out of

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

13. If multiple Ballots are received by the Claims and Solicitation Agent from the same holder of a ☐ [Claim/Equity Interest] with respect to the same ☐ [Claim/Equity Interest] prior to the Voting Deadline, the last dated valid Ballot received prior to the Voting Deadline will supersede and revoke any prior dated Ballot.
14. Separate Ballots received by the Claims and Solicitation Agent from the same holder of ☐ [Claim/Equity Interest] shall be counted separately for purposes of determining acceptances or rejections of the Competing Plans pursuant to section 1126(c) of the Bankruptcy Code; provided, however, to the extent that a holder has multiple ☐ [Claims/Equity Interests] within the same class under a Competing Plan, the applicable Plan Proponent may, in its discretion, aggregate and count as a single vote the ☐ [Claims/Equity Interests] of such holder for the purpose of counting the number of votes.
15. Holders of ☐ [Claim/Equity Interest] must vote all of their ☐ [Claim/Equity Interest] either to accept or reject each of the Competing Plans and may not split any such votes with respect to any Competing Plan. Accordingly, a Ballot that partially rejects and partially accepts any Competing Plan will not be counted with respect to such Competing Plan.
16. Unless otherwise ordered by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), and revocation or withdrawal of Ballots shall be determined by the applicable Plan Proponent (solely with respect to that Plan Proponent's Competing Plan), which determination shall be final and binding.
17. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity must indicate such capacity when signing and, if required or requested by the applicable holder of a ☐ [Claim/Equity Interest] or its agent, the Claims and Solicitation Agent, the Plan Proponent, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder of a ☐ [Claim/Equity Interest].
18. Any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted; provided, however, each Plan Proponent, subject to contrary order of the Bankruptcy Court, may waive (solely with respect to its Competing Plan) any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Report.

19. Except as otherwise set forth in the Solicitation Procedures, neither the Plan Proponents nor any other entity will (a) be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report or (b) incur any liability for failure to provide such notification.
20. In the event a designation for lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept or reject the Competing Plans cast with respect to the [] [Claim/Equity Interest] for which designation is requested will be counted for purposes of determining whether the Competing Plans have been accepted or rejected by the holder of such [] [Claim/Equity Interest].
21. Subject to any contrary order of the Bankruptcy Court, each Plan Proponent reserves the right to reject (solely with respect to its Competing Plan) any and all Ballots not in proper form, the acceptance of which (in the opinion of such Plan Proponent) would not be in accordance with the provisions of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); provided, however, that any such rejections shall be documented in the Voting Report.
22. If a [] [Claim/Equity Interest] has been estimated or otherwise allowed for voting purposes by an order of the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a), such [] [Claim/Equity Interest] shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution.
23. If an objection to a [] [Claim/Equity Interest] is filed, such [] [Claim/Equity Interest] shall be treated in accordance with the Solicitation Procedures and the terms of the Competing Plans.
24. The following Ballots shall not be counted in determining the acceptance or rejection of a Competing Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the [] [Claim/Equity Interest]; (b) any Ballot that contains the vote cast by a party that does not hold a [] [Claim/Equity Interest] that is entitled to vote on the relevant Competing Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the relevant Competing Plan or any Ballot marked both to accept and reject the relevant Competing Plan; or (e) any Ballot submitted by any entity not entitled to vote pursuant to the Solicitation Procedures.
25. Any class of claims or equity interests that does not have a holder of an allowed claim or equity interest, or a claim or equity interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing, shall be deemed eliminated from the relevant Competing Plan for purposes of voting to accept or reject the Competing Plan and for purposes of determining acceptance or rejection of such Competing Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

26. If you hold more than one type of claim or equity interest, you may receive more than one ballot, each coded for a different claim or equity interest. Each Ballot votes only your claim or equity interest indicated on that Ballot. Please complete and return each Ballot you received.
27. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a claim or equity interest.
28. Each holder of the [] [Claims/Equity Interests] shall be deemed to have voted the full amount of its [claim/equity interest] as allowed for voting purposes, notwithstanding anything to the contrary on its Ballot.
29. Please be sure to sign and date your Ballot. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

Schedule 3

Confirmation Hearing Notice

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

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

CONFIRMATION HEARING NOTICE

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

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

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

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

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

2. **Bankruptcy Court Approval of the Disclosure Statements and Solicitation Procedures.** In connection with the Competing Plans, on [____], 2013, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered the *Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief* [Docket No. ____] (the “Disclosure Statement Order”) that, among other things, (i) approved the adequacy of the (a) *First Amended General Disclosure Statement* [Docket No. 918] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “General Disclosure Statement”), (b) *Specific Disclosure Statement for Debtors’ First Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code* [Docket No. 921] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “LightSquared Specific Disclosure Statement”), (c) *Disclosure Statement for First Amended Joint Chapter 11 Plan for LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Finance Co., LightSquared Network LLC, Lightsquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., Proposed by the Ad Hoc Secured Group of LightSquared LP Lenders* [Docket No. 917] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “Ad Hoc Secured Group Disclosure Statement”), (d) *Specific Disclosure Statement for Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and Mast Capital Management, LLC* [Docket No. 914] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “U.S. Bank/MAST Specific Disclosure Statement”), and (e) *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “Harbinger Specific Disclosure Statement” and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the “Disclosure Statements”) and (ii) authorized the above-captioned debtors and debtors in possession (collectively, “LightSquared” or the “Debtors”) and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a “Competing Plan”) that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.² On [____], 2013,

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

the Ontario Superior Court of Justice (Commercial List) granted an order (the “Disclosure Statement Recognition Order”) that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada.

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

4. **Voting Deadline.** If you held a claim against, or equity interest in, one of the LightSquared entities as of the Voting Record Date, and are entitled to vote on the Competing Plans, you have received a Ballot and voting instructions appropriate for your claim(s) or equity interest(s). The Bankruptcy Court has approved December 5, 2013 at 4:00 p.m. (prevailing Pacific time) as the deadline for voting on the Competing Plans (the “Voting Deadline”); provided, however, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed or posted on LightSquared’s restructuring website at: <http://www.kccllc.net/lightsquared> at least twenty-four (24) hours prior to the Voting Deadline, the Voting Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). To be counted as votes to accept or reject any of the Competing Plans, all Ballots must be properly executed, completed, and delivered by (a) first class mail, (b) overnight courier, (c) personal delivery, (d) e-mail, or (e) facsimile, so that they are actually received no later than the Voting Deadline by Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the “Claims and Solicitation Agent”). The Ballots will clearly indicate the appropriate return address. Ballots returnable to the Claims and Solicitation Agent should be sent by (x) first class mail, overnight courier, or personal delivery to Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245, (y) e-mail to LightSquaredBallots@kccllc.com, or (z) facsimile to (310) 776-8379. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Competing Plans.

5. **Objections to Competing Plans.** The Bankruptcy Court has established November 26, 2013, at 4:00 p.m. (prevailing Eastern time) as the deadline for filing and serving objections to the confirmation of the Competing Plans (the “Plan Objection Deadline”); provided, however, that in connection with the Auction, objections to LightSquared’s selection of the highest and otherwise best bid must be filed by December 6, 2013 at 11:59 p.m. (prevailing Eastern time) (the “Highest Bidder Objection Deadline”); provided, further, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared’s restructuring website at: <http://www.kccllc.net/lightsquared> at least twenty-four (24) hours prior to the Highest Bidder Objection Deadline, the Highest Bidder Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). Any objection to any of the Competing Plans must (a) be in writing, (b) conform to the Bankruptcy Rules, the Local Bankruptcy Rules, and the *Order Establishing Certain Notice, Case Management, and*

Administrative Procedures [Docket No. 121] (the “Case Management Order”), (c) state the name and address of the objecting party and the amount and nature of the claim or equity interest, (d) state with particularity the basis and nature of any objection to a Competing Plan, (e) propose a modification to the Competing Plan that would resolve such objection (if applicable), and (f) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served on (i) Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq., (ii) the applicable Plan Proponent and its counsel, and (iii) each of the entities on the Master Service List (as defined in the Case Management Order and available on LightSquared’s case website at <http://www.kccllc.net/lightsquared>).

6. **Confirmation Hearing.** A hearing to consider the confirmation of each of the Competing Plans (the “Confirmation Hearing”) will commence on **December 10, 2013 at 10:00 a.m. (prevailing Eastern time)** before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the Bankruptcy Court. Please be advised that the Confirmation Hearing may be continued from time to time by the Bankruptcy Court without further notice other than by such adjournment being announced in open court or by a notice of adjournment being filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the local rules of the Bankruptcy Court or otherwise. Please note that each Plan Proponent may modify its Competing Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing without further action by such Plan Proponent and without further notice to, or action, order, or approval of, the Bankruptcy Court or any other entity.

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

8. **Temporary Allowance of Claims or Equity Interests for Voting Purposes.** Holders of claims or equity interests that are subject to a pending objection, or claims listed on LightSquared’s Schedules as contingent or unliquidated (including any such contingent or unliquidated intercompany claims), as of the Voting Record Date, solely to the extent that such disputed claims or equity interests are not otherwise allowed pursuant to the applicable Competing Plan, cannot vote on the Competing Plans; provided, however, that if the pending objection seeks only to “reduce” the amount of such claim or equity interest, such claim or equity interest may be voted in the undisputed amount. For the avoidance of doubt, no motion is required to be filed under Bankruptcy Rule 3018(a) with respect to any claim or equity interest

deemed allowed pursuant to a Competing Plan for purposes of such Competing Plan.

Notwithstanding the foregoing, a holder of a claim or equity interest may vote a disputed portion of its claim or equity interest if one or more of the following events (each, a "Resolution Event") has taken place by November 27, 2013 (i.e., a date eight (8) calendar days prior to the Voting Deadline):

- a. an order of the Bankruptcy Court is entered, after notice and a hearing, allowing such claim or equity interest pursuant to section 502(b) of the Bankruptcy Code;
- b. an order of the Bankruptcy Court is entered, after notice and a hearing, temporarily allowing such claim or equity interest for voting purposes only pursuant to Bankruptcy Rule 3018(a);
- c. LightSquared files amended Schedules that provide that the Disputed Claim is no longer contingent or unliquidated;
- d. a stipulation or other agreement between the holder of such claim or equity interest and each objecting party resolving the objection and allowing such claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court;
- e. a stipulation or other agreement between the holder of such claim or equity interest and each objecting party temporarily allowing the holder of such claim or equity interest to vote its claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court; or
- f. the pending objection to such claim or equity interest is voluntarily withdrawn by each objecting party.

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

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

ARTICLE VIIL.D: RELEASES BY DEBTORS.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious implementation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, the Wind Down Debtors, and the Estates from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and

liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors, the Wind Down Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the Sale, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the LightSquared Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence.

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

Except as otherwise specifically provided in the Plan, on and after the Effective Date, to the fullest extent permissible under applicable law, (1) each Released Party, (2) each present and former Holder of a Claim or Equity Interest, and (3) each of the foregoing Entities' respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including ex-officio members), officers, directors, principals, managers, trustees, employees, partners, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives (in each case in his, her, or its capacity as such) (each of the foregoing parties in (1), (2), and (3), a "Releasing Party") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages, Claims, Equity Interests, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that each Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the Sale, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and the Debtors' Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released

Party that constitutes willful misconduct (including fraud) or gross negligence; provided, however, each present and former Holder of a Claim or Equity Interest abstaining from voting to accept or reject the Plan may reject the releases provided in the Plan by checking the box on the applicable Ballot indicating that such Holder opts not to grant the releases provided in the Plan.

ARTICLE VIII.E: EXCULPATION.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any exculpated Claim, except for willful misconduct (including fraud) or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the Securities pursuant to the Plan and the Sale, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

ARTICLE VIII.G: INJUNCTION.

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Article VIII.D hereof or Article VIII.F hereof, discharged pursuant to Article VIII.A hereof, or are subject to exculpation pursuant to Article VIII.E hereof are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors or the Wind Down Debtors: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or proof of Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Plan. Nothing in the Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the

Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors or Wind Down Debtors, as applicable, and any such Entity agree in writing that such Entity shall (1) waive all Claims against the Debtors, the Wind Down Debtors, and the Estates related to such action and (2) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

A holder of a claim or equity interest that does not cast a vote with respect to the LightSquared Plan may reject the Third-Party Release provisions set forth in Article VIII.F thereof only if such holder (i) checks the box in Item 4 of a Ballot rejecting the Third-Party Release provisions set forth in Article VIII.F of the LightSquared Plan and (ii) submits such Ballot to the Claims and Solicitation Agent by no later than the Voting Deadline.

10. **Settlement, Release, Exculpation, and Injunction Language in Ad Hoc Secured Group Plan.** Please be advised that Article XIII of the Ad Hoc Secured Group Plan contains the following settlement, release, exculpation, and injunction provisions:

ARTICLE 13.1: RELEASES

(a) **Releases by the LP Debtors.** For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in this Plan or the Confirmation Order, as of the Effective Date, the LP Debtors, in their individual capacities and as debtors in possession shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of the LP Debtors to enforce this Plan, the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder and the Asset Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the LP Debtors, the parties released pursuant to this Section 13.1, the Chapter 11 Cases, this Plan or the Disclosure Statement, and that could have been asserted by or on behalf of the LP Debtors or their Estates, whether directly, indirectly, derivatively or in any representative or any other capacity.

(b) **Releases by Holders of Claims and Equity Interests.** Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim or Equity Interest voting to accept the Plan or conclusively presumed to accept the Plan; (iii) each holder of a Claim or Equity Interest abstaining from voting to accept or reject the Plan, unless such abstaining holder checks the box on the applicable Ballot indicating that such holder opts not to grant the releases provided in this Section 13.1; and (iv) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Equity Interests, in consideration for the obligations of the LP Debtors under this Plan and the other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan, and each Person (other than the LP Debtors) that has held, holds or may hold a Claim or Equity Interest, as applicable, will be deemed

to have consented to this Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities (other than the right to enforce the obligations of any party under this Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with this Plan, including, without limitation, the Asset Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the LP Debtors, the LP Debtors' Chapter 11 Cases, the LP Sale, the transactions contemplated by the Asset Purchase Agreement, this Plan or the Disclosure Statement.

(c) Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for in this Section 13.1 shall not release any LP Debtor from any liability arising under (x) the Internal Revenue Code or any state, city or municipal tax code, or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in this Section 13.1 shall not release any (x) LP Debtor's claims, rights, or Causes of Action for money borrowed from or owed to an LP Debtor or its subsidiary by any of its directors, officers or former employees, as set forth in such LP Debtor's or subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against an LP Debtor or any of its officers, directors, or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

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

A vote to accept the Ad Hoc Group Plan constitutes an acceptance and consent to the Third-Party Release provisions set forth in Section 13.1(b) thereof. Similarly, a claim or equity interest conclusively presumed to accept the Ad Hoc Group Plan is deemed to accept and consent to the Third-Party Release provisions set forth in Section 13.1(b) thereof. A vote to reject the Ad Hoc Group Plan constitutes a rejection of the Third-Party Release provisions set forth in Section 13.1(b) thereof. A holder of a claim or equity interest that does not cast a vote with respect to the Ad Hoc Group Plan is deemed to accept and consent to the Third-Party Release provisions set

forth in Section 13.1(b) thereof unless such holder (i) checks the box in Item 4 of a Ballot rejecting the Third-Party Release provisions set forth in Section 13.1(b) of the Ad Hoc Secured Group Plan and (ii) submits such Ballot to the Claims and Solicitation Agent by no later than the Voting Deadline.

ARTICLE 13.2: EXCULPATION AND LIMITATION ON LIABILITY

None of the Released Parties shall have or incur any liability to any holder of any Claim or Equity Interest or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the LP Debtors' Chapter 11 Cases, the Asset Purchase Agreement, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of this Plan, the consummation of the Plan, or the implementation or administration of the Ad Hoc Secured Group Plan, the transactions contemplated by the Plan, or the property to be distributed under the Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto, and all prepetition activities leading to the promulgation and confirmation of this Plan, except for fraud, willful misconduct or gross negligence as finally determined by a Final Order of the Bankruptcy Court, and, in all respects, the Released Parties shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the Plan.

ARTICLE 13.3: INJUNCTIONS

(a) Except as otherwise provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Equity Interests in the LP Debtors or their Estates are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the LP Debtors, their Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the LP Debtors, or their Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the LP Debtors, or their Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of

this Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; provided, however, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of this Plan; and provided, further, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Asset Purchase Agreement.

(b) By accepting distributions pursuant to this Plan, each holder of an Allowed Claim or Equity Interest will be deemed to have specifically consented to the injunctions set forth in this Section 13.3.

(c) The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Plan, including but not limited to the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released in Sections 13.1 and 13.2 of this Plan. Such injunction shall extend to successors of the LP Debtors and their respective properties and interests in property.

11. **Settlement, Release, Exculpation, and Injunction Language in One Dot Six Plan (i.e., U.S. Bank/MAST Plan).** Please be advised that Article X of the One Dot Six Plan contains the following settlement, release, exculpation, and injunction provisions:

ARTICLE X.A: RELEASES

(1) **Releases by One Dot Six.** For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Effective Date, One Dot Six, in its individual capacity and as debtor in possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of One Dot Six to enforce the One Dot Six Plan, the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder and the Purchase Agreement) against the Released Parties, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the parties released pursuant to this Article X.A.1, the Chapter 11 Case of One Dot Six, the One Dot Six Plan, the General Disclosure Statement or the Specific Disclosure Statement, and that could have been asserted by or on behalf of One Dot Six or the One Dot Six Estate, whether directly, indirectly, derivatively or in any representative or any other capacity.

(2) Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for herein shall not release One Dot Six from any liability arising under (x) the Internal Revenue Code of 1986, as amended, or

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

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

ARTICLE X.B: EXCULPATION AND LIMITATION OF LIABILITY

None of the Released Parties shall have or incur any liability to any holder of any Claim against, or Equity Interest in, One Dot Six, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the Chapter 11 Case of One Dot Six, the Purchase Agreement, the General Disclosure Statement or the Specific Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the One Dot Six Plan, the consummation of the One Dot Six Plan, or the implementation or administration of the One Dot Six Plan, the transactions contemplated by the One Dot Six Plan or the property to be distributed under the One Dot Six Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of the One Dot Six Plan, except for fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the One Dot Six Plan.

ARTICLE X.C: INJUNCTION

(1) Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all

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

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

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

Except as otherwise specifically provided in the Harbinger Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, Cause of Action, or liability for any exculpated Claim, except for willful misconduct (including fraud) or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Harbinger Plan. The Exculpated Parties have, and upon Confirmation of the Harbinger Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with

regard to the distributions of the Securities pursuant to the Harbinger Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Harbinger Plan or such distributions made pursuant to the Harbinger Plan.

Except as otherwise expressly provided in the Harbinger Plan or for obligations issued pursuant to the Harbinger Plan, all Entities who have held, hold, or may hold Claims or Equity Interests that have been discharged pursuant to Article VIII.A of the Harbinger Plan or are subject to exculpation pursuant to Article VIII.D of the Harbinger Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors or the Reorganized Debtors: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a Proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Harbinger Plan. Nothing in the Harbinger Plan or Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors or Reorganized Debtors, as applicable, and any such Entity agree in writing that such Entity shall: (1) waive all Claims against the Debtors, the Reorganized Debtors, and the Estates related to such action; and (2) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

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

Dated: [____], 2013
New York, New York

BY ORDER OF THE COURT

Matthew S. Barr
Steven Z. Szanzer

Karen Gartenberg
MILBANK, TWEED, HADLEY & McCLOY LLP
One Chase Manhattan Plaza
New York, NY 10005-1413
(212) 530-5000

Counsel to Debtors and Debtors in Possession

Schedule 4

Notice of Non-Voting Status – Unimpaired or Unclassified Claim

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

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

**NOTICE OF NON-VOTING STATUS WITH RESPECT TO
UNCLASSIFIED OR UNIMPAIRED CLASSES PRESUMED TO ACCEPT
COMPETING PLANS**

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

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

further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “U.S. Bank/MAST Specific Disclosure Statement”), and (e) *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “Harbinger Specific Disclosure Statement” and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the “Disclosure Statements”) and (ii) authorized the above-captioned debtors and debtors in possession (collectively, “LightSquared” or the “Debtors”) and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a “Competing Plan”) that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.² On [____], 2013, the Ontario Superior Court of Justice (Commercial List) granted an order (the “Disclosure Statement Recognition Order”) that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada. **A hearing to consider the confirmation of each of the Competing Plans (the “Confirmation Hearing”) will commence on December 10, 2013 at 10:00 a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).**

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

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because, pursuant to the terms of each of the Competing Plans and the applicable provisions of the Bankruptcy Code, your claim(s) against, or equity interest(s) in, LightSquared is/are either unclassified or unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are conclusively presumed to have accepted such Competing Plan(s). Accordingly, you are **not entitled to vote on such Competing Plan(s)**, and this notice and the *Confirmation Hearing Notice* are being sent to you for informational purposes only.

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

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

Dated: [____], 2013
New York, New York

BY ORDER OF THE COURT

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

Counsel to Debtors and Debtors in Possession

Schedule 5

Notice of Non-Voting Status - Disputed Claim

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

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

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

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

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

thereto, the “U.S. Bank/MAST Specific Disclosure Statement”), and (e) *Specific Disclosure Statement for the Amended Joint Plan of Reorganization for LightSquared Inc. and Its Subsidiaries Proposed by Harbinger Capital Partners, LLC* [Docket No. 912] (as may be further amended or supplemented from time to time, and including all exhibits and supplements thereto, the “Harbinger Specific Disclosure Statement” and, collectively with the General Disclosure Statement, the LightSquared Specific Disclosure Statement, the Ad Hoc Secured Group Disclosure Statement, and the U.S. Bank/MAST Specific Disclosure Statement, the “Disclosure Statements”) and (ii) authorized the above-captioned debtors and debtors in possession (collectively, “LightSquared” or the “Debtors”) and the other Plan Proponents (defined below), through the Claims and Solicitation Agent (defined below), to solicit acceptances or rejections of the chapter 11 plans (each, as may be further amended or supplemented from time to time and including all exhibits and supplements thereto, a “Competing Plan”) that have been proposed in these Chapter 11 Cases from holders of impaired claims or equity interests who are (or may be) entitled to receive distributions under one or more of the Competing Plans.² On [____], 2013, the Ontario Superior Court of Justice (Commercial List) granted an order (the “Disclosure Statement Recognition Order”) that, among other things, recognized, and granted the full force and effect of, the Disclosure Statement Order in Canada. **A hearing to consider the confirmation of each of the Competing Plans will commence on December 10, 2013 at 10:00 a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).**

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

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because you are the holder of a claim or equity interest that is subject to a pending objection or is listed on LightSquared’s Schedules as contingent or unliquidated (including any such contingent or unliquidated intercompany claims). Holders of claims or equity interests that are subject to a pending objection, or claims listed on LightSquared’s Schedules as contingent or unliquidated (including any such contingent or unliquidated intercompany claims), as of the Voting Record Date, solely to the extent that such disputed claims or equity interests are not otherwise allowed pursuant to the applicable Competing Plan, cannot vote on the Competing Plans; provided,

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

however, that if the pending objection seeks only to “reduce” the amount of such claim or equity interest, such claim or equity interest may be voted in the undisputed amount. For the avoidance of doubt, no motion is required to be filed under Bankruptcy Rule 3018(a) with respect to any claim or equity interest deemed allowed pursuant to a Competing Plan for purposes of such Competing Plan. Notwithstanding the foregoing, a holder of a claim or equity interest may vote a disputed portion of its claim or equity interest if one or more of the following events (each, a “Resolution Event”) has taken place by November 27, 2013 (i.e., a date eight (8) calendar days prior to the Voting Deadline):

- (i) an order of the Bankruptcy Court is entered, after notice and a hearing, allowing such claim or equity interest pursuant to section 502(b) of the Bankruptcy Code;
- (ii) an order of the Bankruptcy Court is entered, after notice and a hearing, temporarily allowing such claim or equity interest for voting purposes only pursuant to Bankruptcy Rule 3018(a);
- (iii) LightSquared files amended Schedules that provide that the Disputed Claim is no longer contingent or unliquidated;
- (iv) a stipulation or other agreement between the holder of such claim or equity interest and each objecting party resolving the objection and allowing such claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court;
- (v) a stipulation or other agreement between the holder of such claim or equity interest and each objecting party temporarily allowing the holder of such claim or equity interest to vote its claim or equity interest in an agreed upon amount is executed and filed with the Bankruptcy Court; or
- (vi) the pending objection to such claim or equity interest is voluntarily withdrawn by each objecting party.

Accordingly, this notice and the *Confirmation Hearing Notice* are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE that, if a Resolution Event occurs, then no later than two (2) business days thereafter, the Claims and Solicitation Agent shall distribute to you a Solicitation Package. You must return your Ballot(s) to the Claims and Solicitation Agent in accordance with the instructions on the Ballot(s) and **by no later than the Voting Deadline (i.e., December 5, 2013 at 4:00 p.m. (prevailing Pacific time), unless otherwise extended pursuant to the Disclosure Statement Order).**

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

Dated: [____], 2013
New York, New York

BY ORDER OF THE COURT

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

Counsel to Debtors and Debtors in Possession

Schedule 6

Contract and Lease Counterparties Notice

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

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

NOTICE TO CONTRACT AND LEASE COUNTERPARTIES

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

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

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

YOU ARE RECEIVING THIS NOTICE because you or one of your affiliates is a counterparty to an executory contract or an unexpired lease with LightSquared.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Competing Plans and the Disclosure Statement Order, **your status as counterparty to an executory contract or an unexpired lease, in and of itself, does not entitle you to vote on any of the Competing Plans at this time.** Accordingly, this notice and the Confirmation Hearing Notice are being sent to you for informational purposes only. If you are entitled to vote, you will receive a Ballot and voting instructions.

To Assumed Contract/Lease Counterparties: LightSquared may assume, or assume and assign, the executory contract(s) or unexpired lease(s) to which you are a counterparty. LightSquared has conducted a review of its books and records and has determined that the cure amount for unpaid monetary obligations under the contract(s) or lease(s) to which you are a counterparty is \$[AMOUNT] (the “Cure Obligation”). If you object to the proposed assumption or assumption and assignment, or disagree with the proposed Cure Obligation, you must file an objection with the Bankruptcy Court and serve it on LightSquared and the Plan Proponents, so as to be received **no later than on November 29, 2013 at 4:00 p.m. (prevailing Eastern time); provided, however,** that any objection by a counterparty to an executory contract or unexpired lease solely to a proposed assignee’s financial wherewithal must be filed, served, and actually received by the appropriate notice parties no later than 11:59 p.m. (prevailing Eastern time) on December 6, 2013 (the “Financial Wherewithal Objection Deadline”); **provided, further,** that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared’s restructuring

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

website at: <http://www.kcellc.net/lightsquared> at least twenty-four (24) hours prior to the Financial Wherewithal Objection Deadline, the Financial Wherewithal Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). Any counterparty to an executory contract or unexpired lease that fails to object timely to the potential assumption, or assumption and assignment, or Cure Obligation will be deemed to have assented to such assumption or Cure Obligation.

PLEASE TAKE FURTHER NOTICE that a hearing (the “**Confirmation Hearing**”) to consider the confirmation of each of the Competing Plans will commence on **December 10, 2013 at 10:00 a.m. (prevailing Eastern time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York.** The deadline for filing objections to any Competing Plan is 4:00 p.m. (prevailing Eastern time) on November 26, 2013; provided, however, that objections to LightSquared’s selection of the highest and otherwise best bid only must be filed, served, and received by the below mentioned parties by December 6, 2013 at 11:59 p.m. (prevailing Eastern time) (the “**Highest Bidder Objection Deadline**”); provided, further, that in the event that the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) has not been filed with the Court or posted on LightSquared’s restructuring website at: <http://www.kcellc.net/lightsquared> at least twenty-four (24) hours prior to the Highest Bidder Objection Deadline, the Highest Bidder Objection Deadline shall be extended automatically (without further order of the Court) to a date and time that is twenty-four (24) hours after the filing and posting of such Notice of Successful Bidder(s). Any objection to a Competing Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules, Local Bankruptcy Rules, and *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 121] (the “**Case Management Order**”); (iii) state the name and address of the objecting party and the amount and nature of the claim or equity interest of such entity; (iv) state with particularity the basis and nature of any objection to the Competing Plan and, if practicable, a proposed modification to the Competing Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served on Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq., Steven Z. Szanzer, Esq., and Karen Gartenberg, Esq., and each of the entities on the Master Service List (as defined in the Case Management Order and available on LightSquared’s case website at <http://www.kcellc.net/lightsquared>).

PLEASE TAKE FURTHER NOTICE that neither the exclusion nor inclusion of any contract or lease on the Contract and Lease Counterparties Notice, the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order), nor anything contained in any Competing Plan, shall constitute an admission by any Plan Proponent that any such contract or lease is or is not, in fact, an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code. Further, the inclusion of any contract or lease on the Contract and Lease Counterparties Notice or the Notice of Successful Bidder(s) (as provided in paragraph 15(b) of the Bid Procedures Order) does not ultimately establish that such contract or lease shall be assumed, or assumed and assigned, as each Plan Proponent expressly reserves the right to alter, amend, modify, or supplement the Contract and Lease Counterparties Notice at any time prior to the effective date of, and in accordance with, the applicable Competing Plan.

PLEASE TAKE FURTHER NOTICE that if you did not receive, and would like to obtain, a Solicitation Package or the Disclosure Statements (and exhibits, including the Competing Plans), or if you have questions or need additional information, you may contact Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by LightSquared in these Chapter 11 Cases (the “Claims and Solicitation Agent”), by: (i) calling LightSquared’s restructuring hotline at (877) 499-4509, (ii) visiting LightSquared’s restructuring website at: <http://www.kccllc.net/lightsquared>, (iii) writing to Kurtzman Carson Consultants LLC, Attn: LightSquared, 2335 Alaska Avenue, El Segundo, CA 90245, or (iv) e-mailing LightSquaredInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

**IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT
THE CLAIMS AND SOLICITATION AGENT AT (877) 499-4509.**

Dated: [____], 2013
New York, New York

BY ORDER OF THE COURT

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

Counsel to Debtors and Debtors in Possession

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

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

RECOGNITION ORDER
(OCTOBER 17, 2013)

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