

The following three documents are Terrestar 1.4 Holdings Certificate of Formation, Terrestar Holdings Certificate of Formation, and a press Release from Terrestar.

On the first document, Certificate of formation for the 1.4, look at page two, it was a ct order that was to expire 4/22/17(why is this in a CT order), on that same page notice how it was signed by Secretary of State after hours, but most importantly, on the following page, underlined, it states The purpose of the company is acquiring, owning, holding, selling, leasing financing, refinancing, TRANSFERRING, operating and managing the licenses and other assets from the 1.4 Spectrum(they stole our asset). This was totally hid from common shareholders and led to the demise of the common shareholders as they restructured company in the holding companies. Now look at the second page, it was formed on 9-9-09.

On the next document, the other Holding Company called Terrestar Holdings, go to the very last page and observe that it was formed on 9-9-09.

Lastly, look at the 2 page press release from Terrestar on Terrestar letterhead, notice how there is a sentence underlined stating this bankruptcy will be good for ALL shareholders, but it is dated October 2010. Also, look at the location. It came from Reston VA. How did the case end up in the Southern District New York when the headquarters were in Reston? They actually formed a shell company to get the case to Southern District of New York.

So basically they had already formed holding companies to steal our asset, but yet come out a year later and say this bankruptcy will be good for all shareholders.

This is just another example of a violation of the character and candid clause, as well as breach of fiduciary duty, mis management, and sec violations.

I do not think this asset should be reinstated until this group of victimized common shareholders stock equity ownership are honored in one way or another.

With Utmost respect

A handwritten signature in blue ink, appearing to read "Clayton Call".

Clayton Call

Certificate of Formation
Terrastar 1.4 Holdings

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
January 4, 2010

ORDER GRANTING CONFIDENTIAL TREATMENT
UNDER THE SECURITIES EXCHANGE ACT OF 1934

TerreStar Corporation

File No. 1-33546 - CF#24384

TerreStar Corporation submitted an application under Rule 24b-2 requesting confidential treatment for information it excluded from the Exhibits to a Form 10-Q filed on November 9, 2009.

Based on representations by TerreStar Corporation that this information qualifies as confidential commercial or financial information under the Freedom of Information Act, 5 U.S.C. 552(b)(4), the Division of Corporation Finance has determined not to publicly disclose it. Accordingly, excluded information from the following exhibit(s) will not be released to the public for the time period(s) specified:

Exhibit 10.1 through August 9, 2012

Exhibit 10.2 through August 9, 2012

Exhibit 10.3 through April 22, 2017

Exhibit 10.5 through September 24, 2011

→ 86 page Document

For the Commission, by the Division of Corporation Finance, pursuant to delegated authority:

Kathleen Krebs
Special Counsel

Exhibit 10.3 from 10 Q filed Nov 9th, 2009

This is a COrder that expires 4/22/2017

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "TERRESTAR 1.4 HOLDINGS
LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF SEPTEMBER, A.D.
2009, AT 6:13 O'CLOCK P.M. ?

After hours ?

4729033 8100

090843499

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7518040

DATE: 09-09-09

Jeffrey W. Bullock

JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THIS OFFICE HAS A TRUE AND
CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TERRESTAR 1.4 HOLDINGS LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF
SEPTEMBER, A.D. 2009, AT 6:13 O'CLOCK P.M. ?
You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF FORMATION

OF

TERRESTAR 1.4 HOLDINGS LLC

This Certificate of Formation of TerreStar 1.4 Holdings LLC (the "**Company**"), dated September 9, 2009, is being duly executed and filed by Douglas Brandon, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.) (the "**Act**").

FIRST. The name of the limited liability company formed hereby is TerreStar 1.4 Holdings LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

FOURTH. The street address of the initial principal executive and administrative office of the Corporation is 12010 Sunset Hills Road in the City of Reston, VA, Country of United States.

FIFTH. The purpose of the Company is limited solely to (a) acquiring, owning, holding, selling, leasing, financing, refinancing, transferring, exchanging, operating and managing those certain 1.4 GHz band licenses currently owned by TerreStar Corporation (the "Spectrum Licenses") and certain intellectual property interests related to the Spectrum Licenses; (b) to enter into and perform any agreement, instrument or document relating to the activities set forth in clause (a) above; (c) to provide for the management and administration of the activities of the Company; and (d) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the Act that, in either case, are incidental to and necessary, suitable or convenient for the accomplishment of the purposes described in clauses (a) through (c) above. The Company exists only for the purposes specified in this Article Fifth.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Douglas Brandon
Douglas Brandon
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
TERRESTAR 1.4 HOLDINGS LLC**

This Limited Liability Company Agreement, dated as of September 17, 2009 (together with the schedules attached hereto, this "Agreement") of TerreStar 1.4 Holdings LLC, a Delaware limited liability company (the "Company"), is entered into by TerreStar Holdings Inc. (the "Member"). Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

The certificate of formation for the Company was filed on September 9, 2009, with the Secretary of State of the State of Delaware (the "Certificate of Formation").

Pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the "Act"), the Company hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

Section 1. Name.

The name of the limited liability company is TerreStar 1.4 Holdings LLC.

Section 2. Principal Business Office.

The principal business office of the Company shall be located at 12010 Sunset Hills Road, Reston, Virginia, 20190, or such other location as may hereafter be determined by the Member.

Section 3. Registered Office.

The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

Section 4. Registered Agent.

The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

Section 5. Member.

(a) The mailing address of the Member is set forth on Schedule B attached hereto.

(b) Subject to Section 9(j), the Member can act by written consent.

4

(c) Upon the occurrence of any event that causes the Member to cease to be a member of the Company (except as provided in Section 21), the person or persons acting as Independent Manager(s) shall, without any action of any Person other than (to the extent required) the prior consent of the FCC (as defined in the Lease Agreement), and simultaneously with the Member ceasing to be a member of the Company, or (if later) upon the prior consent (to the extent required) of the FCC, be admitted to the Company as the Special Member(s) and shall continue the Company without dissolution. Until such time as a substitute Member has been admitted to the Company, no Special Member shall have any right to resign from the Company. No Special Member shall have any right to assign or transfer its rights as Special Member. No Special Member shall have any interest in the profits, losses and capital of the Company and shall not have any right to receive any distributions of Company assets. Pursuant to Section 18-301 of the Act, no Special Member shall be required to make any capital contribution to the Company or shall receive a limited liability company interest in the Company. Except as expressly provided in this Agreement, no Special Member may bind the Company. In order to implement the admission of the Special Members, the person or persons acting as Independent Manager(s) shall execute a counterpart to this agreement upon being appointed Independent Manager(s).

Section 6. Certificates.

Douglas Brandon is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and pursuant to the terms hereof, the Member hereby is designated as the "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Limited Activities and Purposes. The nature of the business activities or purposes to be conducted or promoted by the Company is limited solely to the following:

(a) to purchase, accept contribution of, or otherwise acquire, all of Parent's right, title and interest in the FCC Licenses (as defined in the Lease Agreement);

- (b) to enter into, perform under, and comply with the Lease Agreement;
- (c) to enter into and perform any agreement, instrument or document relating to the activities set forth in clause (a) and (b) above;
- (d) to enter into any agreement providing for the management and administration of the activities of the Company; and
- (e) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the Limited Liability Company Act of the State of Delaware that, in either case, are incidental to and necessary, suitable or convenient for the accomplishment of the purposes described in clause (a) and (b) above.

Section 8. Powers.

- (a) Subject to the terms of this Agreement, the Company, and the Board of Managers and the Officers of the Company on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.
- (b) The Company and any Manager or Officer on behalf of the Company, are hereby authorized to enter into, execute, deliver and perform the Lease Agreement and any other agreement or instrument related thereto or contemplated thereby, notwithstanding any other provision of this Agreement, the Act or other applicable law, rule or regulation, and without any further act, vote or approval of any Person. The foregoing authorization shall not be deemed a restriction on the power of any Manager or Officer to enter into other agreements on behalf of the Company.

Section 9. Management.

- (a) Board of Managers. Subject to the terms of this Agreement, the business and affairs of the Company shall be managed by or under the direction of a Board of one or more Managers elected, appointed or designated by the Member. Subject to the terms of this Agreement, the Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion, upon notice to all Managers, and subject in all cases to the terms of this Agreement and subject to the requirement that at all times the Board of Managers shall include at least one Independent Manager. The initial number of Managers shall be three, at least one of which shall be an Independent Manager pursuant to the terms of this Agreement. Each Manager elected, designated or appointed by the Member shall hold office until a

6

successor is elected and qualified or until such Manager's earlier death, resignation, expulsion or removal. A Manager need not be a Member. The names of the persons designated as the initial Managers by the Member are listed on Schedule C attached hereto.

(b) Powers. Subject to the terms of this Agreement, the Board of Managers shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Section 7 and Section 9(j), the Board of Managers has the authority to bind the Company.

(c) Meetings of the Board of Managers. The Board of Managers of the Company may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President on not less than one day's notice to each Manager by telephone, facsimile, mail, e-mail, telegram or any other means of communication, and special meetings shall be called by the President or Secretary in like manner and with like notice upon the written request of any one or more of the Managers.

(d) Quorum: Acts of the Board. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement including, without limitation, Section 9(j), the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee, as the case may be.

(e) Electronic Communications. The Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

7.

(f) Committees of Managers.

- (i) The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Managers of the Company. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.
- (ii) In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.
- (iii) Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

(g) Compensation of Managers: Expenses. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) Removal of Managers. Unless otherwise restricted by law and subject to Section 10, any Manager or the entire Board of Managers may be removed or expelled, with or without cause, at any time by the Member and, subject to Section 10, any vacancy caused by any such removal or expulsion may be filled by action of the Member.

(i) Managers as Agents. To the extent of their powers set forth in this Agreement and subject to the terms of this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding the last sentence of Section 18-402 of the Act, except as provided in this Agreement, a Manager may not bind the Company.

7

(j) Limitations on the Company's Activities.

- (i) This Section 9(j) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose entity."
- (ii) The Member or the Special Member, if any, shall not, so long as any Obligation is outstanding or the Lease Agreement is in effect amend, alter, change or repeal the definition of "Independent Manager" or Sections 5(c), 7, 8, 9(a), 9(j), 10, 24(c), or 30 or Schedule A of this Agreement without the unanimous written consent of the Board (including the Independent Manager(s)). Subject to this Section 9(j), the Member reserves the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 31.
- (iii) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Member, any Special Member, the Board or any Officer, neither the Member nor any Special Member nor the Board nor any Officer shall be authorized or empowered, nor shall they permit the Company, to take any Material Action without the prior unanimous written consent of each of (i) the Member and (ii) all of the Managers of the Board (including the Independent Manager(s)); provided, however, that the Board may not vote on, or authorize the taking of, any Material Action, unless there is at least one Independent Manager then serving in such capacity.
- (iv) The Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises.
- (v) So long as any Obligation is outstanding or the Lease Agreement is in effect, the Board shall not cause or permit the Company to:
 - (A) guarantee any obligation of any Person, including any Affiliate;
 - (B) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under Section 7, the Lease Agreement or this Section 9(j);
 - (C) incur, create or assume any indebtedness;

- (D) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person;
- (E) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, asset sale or transfer of ownership interests other than such activities as are expressly permitted pursuant to any provision of the Lease Agreement; or
- (F) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other).

(k) The Member shall hold office until the earliest to occur of its dissolution or other inability to act in such capacity, or any event that causes the Member to cease to be a member of the Company (except as provided in Section 21 and Section 22).

Section 10. Independent Manager.

As long as any Obligation is outstanding or the Lease Agreement remains in effect, the Member shall cause the Company at all times to have at least one Independent Manager who will be appointed by the Member. To the fullest extent permitted by Section 18-1101(c) of the Act, any Independent Manager(s) shall consider only the interests of Lessee in acting or otherwise voting on the matters referred to in Section 9(j)(iii). No resignation or removal of an Independent Manager, and no appointment of a successor Independent Manager, shall be effective until the successor Independent Manager (i) shall have accepted his or her appointment by a written instrument and (ii) shall have executed a counterpart to this Agreement as required by Section 5(c). All right, power and authority of the Independent Manager(s) shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. In exercising his or her rights and performing his duties under this Agreement, any Independent Manager shall have no fiduciary duty whatsoever, including any duty of loyalty or care, to the Company and the Member. No Independent Manager shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

Section 11. Officers.

(a) Officers. The Officers of the Company shall be chosen by the Board and shall consist of at least a President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Board shall choose a President, a Secretary and a Treasurer. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and

EX-99.T3A.2 2 ex99_t3a2.htm EXHIBIT T3A.2

TerreStar Holdings

Exhibit T3A.2

CERTIFICATE OF INCORPORATION

OF

TERRESTAR HOLDINGS INC.

THE UNDERSIGNED, acting as the incorporator of a corporation under and in accordance with the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended from time to time (the "DGCL"), hereby adopts the following Certificate of Incorporation (this "*Certificate*") for such corporation:

ARTICLE I

NAME

The name of the corporation is "TerreStar Holdings Inc." (the "*Corporation*").

ARTICLE II

PURPOSE

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE III

REGISTERED AGENT/PRINCIPAL OFFICE

The street address of the initial registered office of the Corporation in the State of Delaware, and the name of the Corporation's initial registered agent at such address is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The street address of the initial principal executive and administrative office of the Corporation is 12010 Sunset Hills Road in the City of Reston, VA, Country of United States.

ARTICLE IV

CAPITALIZATION

Section 4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock that the Corporation is authorized to issue is 5,100,000 shares, consisting of 100,000 shares of common stock, par value \$0.01 per share (the "*Common Stock*"), and 5,000,000 shares of preferred stock, par value \$0.01 per share (the "*Preferred Stock*"). provided that the Board may amend this Certificate to increase or decrease the number of authorized shares of capital stock from time to time. The powers, preferences and relative, participating, optional and other special rights of the respective classes of the Corporation's capital stock or the holders thereof and the qualifications, limitations and restrictions thereof are as follows:

Section 4.2 Preferred Stock.

(a) The Preferred Stock may be issued from time to time in one or more series. The Board of Directors (the "**Board**") is hereby expressly authorized to provide for the issuance of shares of Preferred Stock in one or more series and to establish from time to time the number of shares to be included in each such series and to fix the voting powers, if any, designations, powers, preferences and relative, participating, optional and other special rights, if any, of each such series and the qualifications, limitations and restrictions thereof, as shall be stated in the resolution(s) adopted by the Board providing for the issuance of such series and included in a certificate of designations (a "**Preferred Stock Designation**") filed pursuant to the DGCL.

(b) The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) from time to time by the Board or by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock, in each case, without a vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any such holders of Preferred Stock is required pursuant to another provision of this Certificate, including any Preferred Stock Designation.

Section 4.3 Common Stock.

(a) The holders of shares of Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders on which the holders of shares of Common Stock are entitled to vote. Except as otherwise required by law or this Certificate (including any Preferred Stock Designation), at any annual or special meeting of the stockholders the Common Stock shall have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders. Notwithstanding the foregoing, except as otherwise required by law or this Certificate (including a Preferred Stock Designation), holders of Common Stock shall not be entitled to vote on any amendment to this Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any Preferred Stock Designation.)

(b) Subject to the rights of the holders of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(c) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, and subject to the rights of the holders of Preferred Stock in respect thereof, the holders of shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

Why would a company voluntarily liquidate?

ARTICLE V INCORPORATOR

The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Douglas Brandon	12010 Sunset Hills Road Reston, VA

ARTICLE VI DIRECTORS

Section 6.1 Board Powers. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. In addition to the powers and authority expressly conferred upon the Board by statute, this Certificate or the By-Laws (the "*By-Laws*") of the Corporation, the Board is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate and any By-Laws adopted by the stockholders; provided, however, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the Board that would have been valid if such By-Laws had not been adopted.

Section 6.2 Election. Unless and except to the extent that the By-Laws shall so require, the election of directors need not be by written ballot.

ARTICLE VII BY-LAWS

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the power to adopt, amend, alter or repeal the By-Laws. The By-Laws also may be adopted, amended, altered or repealed by the stockholders.

ARTICLE VIII LIMITED LIABILITY; INDEMNIFICATION

Section 8.1 Limitation of Personal Liability. No person who is or was a director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted by the DGCL as the same exists or hereafter may be amended. If the DGCL is hereafter amended to authorize corporate action further limiting or eliminating the liability of directors, then the liability of a director to the Corporation or its stockholders shall be limited or eliminated to the fullest extent permitted by the DGCL, as so amended. Any repeal or amendment of this Section 8.1 by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate inconsistent with this Section 8.1 will, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors) and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or amendment or adoption of such inconsistent provision with respect to acts or omissions occurring prior to such repeal or amendment or adoption of such inconsistent provision.

Section 8.2 Indemnification.

(a) Each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding") by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized or permitted by applicable law, as the same exists or may hereafter be amended, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection with such proceeding, and such right to indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall indemnify a Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred by this Section 8.2 shall be a contract right that shall fully vest at the time the Covered Person first assumes his or her position as a director, officer, employee or agent of the Corporation and shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any such proceeding in advance of its final disposition.

(b) The rights conferred on any Covered Person by this Section 8.2 shall not be exclusive of any other rights that any Covered Person may have or hereafter acquire under law, this Certificate, the By-Laws, an agreement, vote of stockholders or disinterested directors, or otherwise.

(c) Any repeal or amendment of this Section 8.2 by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate inconsistent with this Section 8.2, will, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision in respect of any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

(d) This Section 8.2 shall not limit the right of the Corporation, to the extent and in the manner authorized or permitted by law, to indemnify and to advance expenses to persons other than Covered Persons.

ARTICLE IX

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate (including any Preferred Stock Designation), in the manner now or hereafter prescribed by this Certificate and the DGCL; and except as set forth in ARTICLE VIII, all rights, preferences and privileges herein conferred upon stockholders, directors or any other persons by and pursuant to this Certificate in its present form or as hereafter amended are granted subject to the right reserved in this Article.

[Signature page follows]

IN WITNESS WHEREOF, the incorporator of the Corporation hereto has caused this Certificate of Incorporation to be
duly executed as of September 9, 2009

/s/ Douglas Brandon
Douglas Brandon, Incorporator

6



TerreStar Networks Restructures to Strengthen Financial Position

Receives Commitments for \$75 Million Debtor-in-Possession Financing; Agrees to Restructuring Support Agreement with Largest Secured Creditor; Maintains Business-as-Usual Operations

Reston, VA., October 19, 2010 – TerreStar Corporation (NASDAQ: TSTR) ("TerreStar") announced today that its majority-owned subsidiary TerreStar Networks Inc. and certain other affiliates have filed voluntary petitions for reorganization under chapter 11 of the U.S. Bankruptcy Code as part of a strategic plan to strengthen their financial position and achieve long-term success in the mobile satellite services market. Through the restructuring, TerreStar Networks hopes to lessen its debt obligations in order to place greater focus on delivering the future of 'always available' mobile communications through its recent launch of the world's first integrated satellite-cellular smartphone.

Jeffrey W. Epstein, president and chief executive officer, TerreStar, said, "After careful consideration of all available alternatives, we determined filing chapter 11 was a necessary and prudent step to strengthen our balance sheet and gain financial flexibility in order to access liquidity and position TerreStar Networks as a stronger, healthier company."

Concurrently with its chapter 11 filing, TerreStar Networks has entered into an agreement with EchoStar Corporation, its largest secured creditor, to provide the Company with a \$75 million debtor-in-possession financing facility. TerreStar Networks will use the debtor-in-possession financing to maintain business-as-usual operations during the restructuring process. The Company believes its current and anticipated cash resources will be suitable to pay its expenses and maintain its business operations during chapter 11.

Epstein continued, "As part of this initiative, and as a result of receiving our debtor-in-possession financing facility, we will be able to conduct business-as-usual with customers and partners, and ensure the highest customer service is provided throughout the reorganization."

In addition to the debtor-in-possession financing facility, TerreStar Networks has also entered into a Restructuring Support Agreement with EchoStar Corporation, under which EchoStar has agreed to support a restructuring premised on a debt for equity conversion by the Debtors' secured noteholders, and backstop a \$100 million rights offering that will provide the funding for TerreStar Networks' exit from chapter 11. TerreStar Networks believes that the Restructuring Support Agreement will provide the foundation for an expeditious emergence from chapter 11.

Epstein concluded: "The commitment EchoStar has made to support our restructuring will allow us to maximize value for all of our stakeholders and allow us to emerge from chapter 11 on an expedited time frame."

For more information about the restructuring, please visit TerreStar Networks' restructuring website at www.TerreStarInfo.com or call the restructuring hotline at (866) 682-1770.

About TerreStar

TerreStar Corporation (NASDAQ: TSTR), through its majority-owned subsidiary, TerreStar Networks (www.terrestar.com), is re-defining mobile communications by extending the reach, reliability, and resiliency

of traditional mobile networks throughout the United States, U.S. Virgin Islands and Puerto Rico. Offering wholesale satellite services via today's leading service providers, and the world's first and only integrated satellite-cellular smartphone, the GENUS™, TerreStar is transforming the mobile experience and enabling users to be prepared and stay connected when they need to most.

Statement under the Private Securities Litigation Reform Act:

This press release may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act, with respect to the strategy of TerreStar Corporation, its plans, and the transactions described in this press release. Such statements generally include words such as could, can, anticipate, believe, expect, seek, pursue, proposed, potential and similar words and terms in connection with future results. We assume no obligation to update or supplement such forward-looking statements.

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