

- (5) JPMBDH will be wholly owned by JPMorgan Chase & Co., a Delaware corporation (“JPMC&Co.”) located at 270 Park Ave., New York, NY 10017. JPMC&Co. will have an indirect 21.25 to 40.91% equity interest in New LightSquared and an indirect 100% voting interest in New LightSquared. JPMC&Co. is a widely held, publicly traded company. No individual or entity has a 5% or greater interest in JPMC&Co.

As noted above, JPMC&Co. is a widely traded, publicly held company organized in the United States. Non-U.S. individuals and entities indirectly hold less than 15% of the total equity and voting interests in JPMC&Co., based on a survey of the address of record for all JPMC&Co. shareholders.²⁵

3. *Centerbridge*

In accordance with Sections 1.991(e) and (g) of the Commission’s rules, Centerbridge states that its direct equity and voting interests in New LightSquared will be held by CCP II AIV II, L.P. (“AIV II”), a Delaware limited partnership, and Centerbridge Capital Partners SBS II, L.P. (“CCP SBS II”), a Delaware limited partnership. Together, AIV II and CCP SBS II will directly hold from 3.2% to 8.1% of New LightSquared’s total equity.²⁶ AIV II and CCP SBS II, individually and collectively, will not control New LightSquared. The general partner of AIV II and of CCP SBS II is Centerbridge Associates II, L.P. (“CB Associates”), a Delaware limited partnership whose principal business is acting as general partner of AIV II and CCP SBS II. Centerbridge GP Investors II, LLC (“CB Investors”) is a Delaware limited liability company whose principal business is acting as general partner of CB Associates. Together, Jeffrey Aronson and Mark Gallogly, each a U.S. citizen, ultimately control CB Investors, with

²⁵ JPMC&Co. is in the process of updating its survey and will supplement this request upon completion of that update.

²⁶ Centerbridge II Light will own 7.89% of the common equity in New LightSquared and CCP SBS II will own 0.21% of the common equity in New LightSquared.

each having 50% voting control. Messrs. Aronson and Gallogly also ultimately control Centerbridge, with each having 50% voting control. Messrs. Aronson and Gallogly accordingly will have ultimate control over appointing one member to the New LightSquared Board. The address for all Centerbridge entities described in this application is 375 Park Avenue, 12th Floor, New York, NY 10152-0002. Details of Centerbridge interests in New LightSquared are described in attached Chart C-4.

Limited partners which are deemed to be foreign directly or indirectly hold an aggregate 33.5% equity interest in AIV II. AIV II will own up to 7.89% of New LightSquared.²⁷ Because the AIV II limited partnership agreement insulates the limited partners, the aggregate foreign equity and foreign voting interest of AIV II in New LightSquared is deemed to be no greater than 2.64% (33.5% of 7.89%). Foreign limited partners hold an aggregate 3.0% equity interest in CCP SBS II. CCP SBS II will own up to 0.21% of New LightSquared. The aggregate foreign equity interest of CCP SBS II in New LightSquared is deemed to be no greater than 0.006% (3.0% of 0.21%). The foreign limited partners of CCP SBS II are not insulated as defined under FCC rules. However, CCP SBS II was formed to provide a co-investment vehicle primarily for employees of Centerbridge Partners, L.P. and its affiliates to invest alongside and on the same terms as Centerbridge Capital Partners II, L.P. ("CCP II") and its alternative investment vehicles, including AIV II.

Centerbridge Partners, L.P. is a private investment firm founded in 2005 that is a registered investment advisor with the U.S. Securities and Exchange Commission. Centerbridge Partners, which as of April 1, 2015 consisted of 218 professionals, including 75 investment

²⁷ Shares of LightSquared equity uses the high end of the range based on the attribution between preferred and common units.

professionals, provides investment advice to various investment vehicles including AIV II (which has been formed as a parallel fund to CCP II for the purpose of investing in New LightSquared) and Centerbridge Capital Partners SBS II, L.P.

CCP II is a closed-end investment vehicle established in 2011 that has approximately \$4.5 billion in committed capital. AIV II is an “alternative investment vehicle” of CCP II. In accordance with the governing documents of CCP II, investors may participate in an investment through an “alternative investment vehicle” instead of CCP II after taking into account tax, legal, regulatory and similar considerations; Centerbridge Partners has determined that an investment in New LightSquared should be made through an “alternative investment vehicle,” and that all investors in CCP II would participate in New LightSquared in the same proportion and on the same terms as if such investment were made directly by CCP II. As an “alternative investment vehicle” of CCP II, AIV II is entitled to call upon the CCP II investors to make contributions to it in connection with investments made by it. None of the limited partners of AIV II (all of which are insulated) will be deemed to hold an equity or voting interest of five percent (5%) or greater in LightSquared Sub under the Commission’s foreign ownership rules.

In accordance with the terms of the AIV II and CCP SBS II governing documents, CCP SBS II’s share of New LightSquared cannot exceed 0.21 % given Centerbridge’s overall 8.1% share of New LightSquared. In addition, in accordance with the terms of the CCP SBS II governing documents, persons invested in CCP SBS II generally may not redeem or freely transfer their interests. There are currently 72 persons, of which nine are not U.S. citizens, who will participate in New LightSquared as passive investors through CCP SBS II. The nine non-U.S. investors in CCP SBS II are citizens of the United Kingdom, Canada, Denmark, Sweden, Portugal, Italy, the Netherlands, or India, and their aggregate investment in CCP SBS II is

approximately 3 percent, which represents an investment in New LightSquared of approximately no greater than 0.006%. Eight of the nine have an interest in CCP SBS II of less than 1%, and the ninth has an interest in CCP SBS II of less than 1.1%. Accordingly, although foreign limited partners in CCP SBS II are not insulated (as defined under FCC rules), in fact, none of the CCP SBS II foreign limited partners will be actively involved in the operations or management of New LightSquared.

4. *Harbinger*

Harbinger Capital Partners is a group of privately-held investment funds that was founded in 2001. The Commission previously authorized Harbinger and its commonly controlled funds to hold up to a 100 percent indirect interest in LightSquared Sub (then known as SkyTerra Subsidiary, LLC), based on the Commission's finding that "that the vast majority of the equity and voting interests in [the relevant funds] are properly ascribed to individuals or entities that are citizens of, or that principally conduct business in, WTO Member countries for purposes of our public interest analysis under section 310(b)(4) of the Act" and the Commission's foreign ownership policies.²⁸ The same will be true of the reduced Harbinger interest in LightSquared Sub proposed herein, which will be structured in largely the same way as the Harbinger interests the Commission previously approved in the *SkyTerra Order*.

As explained above, New LightSquared will be controlled by its Board.

Harbinger will have no authority to designate any member to the Board, nor will the New

²⁸ *SkyTerra Communications, Inc., Transferor, and Harbinger Capital Partners Funds, Transferee, Applications for Consent to Transfer of Control of SkyTerra Subsidiary, LLC*, Mem. Op. & Order and Declaratory Ruling, 25 FCC Red 3059, 3060 ¶ 2, 3068 ¶ 16, 3075 ¶ 25 (2010) ("*SkyTerra Order*").

LightSquared Board include any Harbinger employees, affiliates or representatives, though Harbinger may designate one person to attend Board meetings as a nonvoting observer. Moreover, Harbinger's equity interest will not entitle Harbinger to any voting power over New LightSquared other than certain consent rights with respect to certain significant matters (*e.g.*, sale or dissolution of the company) and certain amendments, modifications, and waivers under New LightSquared's operating agreement.

Because of these limited interests, and despite the lack of actual voting power, Harbinger has been treated for purposes of this filing as if it were an uninsured member of New LightSquared that is deemed to hold a 100% voting interest for purposes of foreign ownership calculations.²⁹

In accordance with Sections 1.991(e) and (g) of the Commission's rules, Harbinger states that Harbinger's direct interest in New LightSquared will be held by HGW US Holding Company, L.P., a Delaware limited partnership ("HGW US") whose principal business is acting as a holding company. Based on the Commission's treatment for multiplier purposes of HGW US' non-insulated membership interest in New LightSquared, HGW US would hold a total equity interest in New LightSquared of between 26.64% and 44.45% and a total voting interest in New LightSquared of 100%. Specifically, HGW US will hold: (a) 44.45% of the Common Units; (b) 46.4% of the Series A-1 Preferred Units; and (c) 0.59% of the Series C Preferred Units.

²⁹ See 47 C.F.R. § 1.992(b)(2).

In accordance with Sections 1.991(f) and (g) of the Commission's rules, Harbinger states that Harbinger's indirect interest in New LightSquared (calculated per the Commission's "multiplier" principles) will be held through the following entities or individuals:

- (1) HGW Holding Company, L.P. ("HGW Cayman"), a Cayman Islands limited partnership whose principal business is acting as a holding company, holds a 99.9% non-insulated limited partnership interest in HGW US and a direct equity interest of 99.9% and voting interest of 100%³⁰ in HGW US. HGW Cayman will have an indirect equity interest of 26.61 to 44.41% and voting interest of 100% in New LightSquared.
- (2) HGW GP, Ltd. (Cayman), a Cayman Islands Exempted Company³¹ whose principal business is acting as General Partner of HGW Cayman, holds a 0.1% general partnership interest in HGW Cayman, and an indirect equity interest of 0.1% and voting interest of 100% in HGW US. HGW GP, Ltd. (Cayman) Cayman will have an indirect equity interest of less than 0.1% and voting interest of 100% in New LightSquared.
- (3) HGW US GP Corp. (Delaware), a Delaware corporation whose principal business is acting as General Partner of HGW US, holds a 0.1% general partnership interest in HGW US, and an equity interest of 0.1% and voting interest of 100% in HGW US. HGW US GP Corp will have an indirect equity interest of less than 0.1% and voting interest of 100% in New LightSquared.
- (4) Philip A. Falcone, a U.S. citizen, holds a 100% voting interest in HGW US³² (he wholly owns HGW GP, Ltd. (Cayman), which in turn wholly owns HGW US GP Corp. (Delaware), which is the sole general partner of HGW US). Mr. Falcone also (i) controls four of the five entities that have limited partnership interests in HGW Cayman; and (ii) controls the General Partner of the fifth entity, the Global Opportunities Breakaway Fund, L.P.; but (iii) liquidators have been appointed by a Cayman Islands court to sell off the fifth entity's assets and wind up its existence. Mr. Falcone holds a 3.1% indirect equity interest in HGW US.³³

³⁰ Based on the FCC's treatment for multiplier purposes of HGW Cayman's non-insulated limited partnership interest in HGW US.

³¹ A Cayman Islands "exempted company" is a type of corporation the objects of which are to be carried out mainly outside the Cayman Islands.

³² Given that Mr. Falcone already is deemed to have a 100% voting interest in New LightSquared, no separate calculations have been made as to his voting interests in intermediate entities.

Mr. Falcone will have an indirect equity interest of 0.83 to 1.38% and voting interest of 100% in New LightSquared.

- (5) Harbinger Capital Partners Master Fund I, Ltd. (the "Master Fund"), a Cayman Islands Exempted Company whose principal business is acting as an investment fund, holds a 70.1% insulated limited partnership interest in HGW Cayman, an indirect equity and voting interest in HGW US of 70.1%, and an indirect equity interest of 18.66 to 31.33% and voting interest of 70.1% in New LightSquared.
- (6) Harbinger Capital Special Situations Fund, L.P. (the "Special Situations Fund"), a Delaware limited partnership whose principal business is acting as an investment fund, holds a 25% insulated limited partnership interest in HGW Cayman, an indirect equity and voting interest in HGW US of 25 %, and an indirect equity interest of 6.65 to 11.1% and voting interest of 25% in New LightSquared.
- (7) Harbinger Class PE Holdings (Cayman), Ltd. ("Harbinger Class PE"), a Cayman Islands Exempted Company whose principal business is acting as a special purpose vehicle, holds a 23.86 % interest in the Master Fund, an indirect equity and voting interest in HGW US of 16.73%, and an indirect equity interest of 4.46 to 7.44% and voting interest of 16.73%.in New LightSquared.
- (8) Harbinger Capital Partners Intermediate Fund I, Ltd. ("Harbinger Intermediate I"), a Cayman Islands Exempted Company whose principal business is acting as an intermediate fund, holds a 50.83 % interest in the Master Fund, an indirect equity interest of 35.63% and voting interest of 70.1% in HGW US , and an indirect equity interest of 9.49 to 15.84 % and voting interest of 70.1% in New LightSquared.
- (9) Harbinger Capital Partners Offshore Fund I, Ltd. ("Harbinger Offshore I"), a Cayman Islands Exempted Company whose principal business is acting as a feeder fund, holds a 15.39% interest in Harbinger Class PE, which holds a

³³ Mr. Falcone: (1) is the sole member of Global Opportunities Breakaway MM, L.L.C., which holds a 0.3% insulated limited partnership interest in HGW Cayman; (2) holds a less than 0.1% equity interest in the Global Opportunities Breakaway Fund, L.P., which holds a 2.9% insulated limited partnership interest in HGW Cayman; (3) holds an 8.13% indirect equity interest in the Credit Distressed Blue Line Master Fund, Ltd., which holds a 1.6% insulated limited partnership interest in HGW Cayman; (4) is the sole owner of Harbinger Holdings, LLC, whose interests are described in item (15), below; and (5) holds a 100% equity interest in Harbinger Capital Partners Special Situations GP, L.L.C., whose interests are described in item (16), below.

23.86% interest in the Master Fund,³⁴ and directly and indirectly holds a 77.14% interest in Harbinger Intermediate I, which holds a 50.83% interest in the Master Fund. Harbinger Offshore I's holds a total indirect equity interest of 30.06% and voting interest of 70.1% in HGW US, and an indirect equity interest of 8.01 to 13.36% and voting interest of 70.1% in New LightSquared.

- (10) Harbinger Capital Partners GP, L.L.C. ("Harbinger Capital Partners GP") is a Delaware limited liability company whose principal business is acting as a General Partner. Through its interests in multiple Harbinger funds (none of which individually has a direct and/or indirect interest in HGW US of 10% or more), Harbinger Capital Partners GP has a total indirect equity interest of 0.17% and a voting interest of 11.07% in HGW US, and an indirect equity interest of 0.05 to 0.08% and voting interest of 11.07% in New LightSquared.
- (11) Excluding certain equity-like liabilities of Harbinger Offshore I (relating to deferred fees), Alford Investment Strategies Ltd. ("Alford"), a Cayman Islands Exempted Company whose principal business is acting as a holding company, holds a 33.17% equity interest in Harbinger Offshore I, which has an indirect equity interest of 30.06% and voting interest of 70.1% in HGW Cayman, and a 7.35% indirect interest in the Credit Distressed Blue Line Master Fund, Ltd., which has an insulated 1.6% limited partnership interest in HGW Cayman. Alford has a total indirect equity interest of 10.09% and voting interest of 23.37% in HGW US through these entities, and has a total indirect equity interest of 2.69 to 4.49% and voting interest of 23.37% in New LightSquared through these entities.³⁵

Including those equity-like liabilities of Harbinger Offshore I, Alford holds a 9.38% interest in Harbinger Offshore I, which has an indirect equity interest of 30.06% and voting interest of 70.1% in HGW Cayman, and a 7.35% indirect interest in the Credit Distressed Blue Line Master Fund; Ltd., which has an insulated 1.6% limited partnership interest in HGW Cayman. Including these liabilities, Alford has a total indirect equity interest of 2.94% and voting interest of 6.70% in HGW US through these entities and has a total indirect equity interest

³⁴ As stated above, the Master Fund holds a 70.1% insulated limited partnership interest in HGW Cayman.

³⁵ Separate from its indirect interest in New LightSquared held through Harbinger, Alford will directly hold insulated New LightSquared Series C Preferred Units constituting 6.25% of the New LightSquared Preferred Units and 0% of the New LightSquared Common Units. Accordingly, if the equity-like liabilities of Harbinger Offshore I are excluded, Alford's total equity interest in New LightSquared (combining Alford's indirect interest in New LightSquared held through Harbinger with its direct interest in New LightSquared) is 4.49 to 8.94% and its total voting interest in New LightSquared is 29.62%.

of 0.78 to 1.31% and voting interest of 6.70% in NewLightSquared through these entities.

- (12) Abu Dhabi Investment Council (“ADIC”) is a government institution of Abu Dhabi, an emirate of the U.A.E. ADIC holds a 100% interest in Alford (see above). Accordingly, if the equity-like liabilities of Harbinger Offshore I are excluded, ADIC’s total indirect equity interest in New LightSquared (combining Alford’s indirect interest in New LightSquared held through Harbinger with Alford’s direct interest in New LightSquared) is 4.49 to 8.94%, and ADIC’s total indirect voting interest in New LightSquared is 29.62%.³⁶
- (13) Harbinger Capital Partners Special Situations Offshore Fund, L.P. (“Special Situations Offshore”), a Cayman Islands limited partnership whose principal business is acting as a feeder fund, holds a 64.08% insulated limited partnership interest in the Special Situations Fund, an indirect equity and voting interest in HGW US of 16.02%, and an indirect equity interest of 4.27 to 7.12% and voting interest of 16.02% in New LightSquared.
- (14) Harbinger Capital Partners Special Situations Offshore GP, L.L.C. (“Special Situations Offshore GP”) is a Delaware limited liability company whose principal business is acting as General Partner of Special Situations Offshore. Special Situations Offshore GP holds no equity in Special Situations Offshore. Special Situations Offshore GP holds an indirect voting interest in HGW US of 16.02% and an indirect voting interest of 16.02% in New LightSquared
- (15) Harbinger Holdings, LLC (“Harbinger Holdings”) is a Delaware limited liability company whose sole member is Philip A. Falcone and whose principal business is acting as Managing Member or Manager of various Harbinger entities. Specifically, Harbinger Holdings is the 100% Managing Member of Special Situations Offshore GP; 50% voting Manager (no equity) of Special Situations GP (defined below); and 50% voting Manager (no equity) of Harbinger Capital Partners GP. Harbinger Holdings holds an indirect voting interest in HGW US of 36.07% and an indirect voting interest of 36.07% in New LightSquared.³⁷
- (16) Harbinger Capital Partners Special Situations GP, L.L.C. (“Special Situations GP”), a Delaware limited liability company whose principal business is acting as General Partner of the Special Situations Fund, holds a 9.6 % General Partner interest in the Special Situations Fund. Special Situations GP holds an indirect equity interest of 2.4% and voting interest of 25% in HGW US and an

³⁶ See *id.*

³⁷ Harbinger Holdings, LLC is also the 50% voting Manager (no equity) of Harbinger Capital Partners LLC, which is the Investment Manager for (but holds no equity in) the Master Fund and a number of funds that hold direct and indirect interests in the Master Fund.

indirect equity interest of 0.64 to 1.07% and voting interest of 25% in New LightSquared.

Accordingly, based on the FCC's "multiplier" principles, Harbinger's equity and voting interest in New LightSquared is 100% foreign. The interest is held by a Delaware limited partnership, HGW US Holding Company, L.P., that is owned: (i) 99.9% by one Cayman Islands entity (HGW Holding Company, L.P. (Cayman)); and (ii) 0.1% by a Delaware Corporation (HGW US GP Corp. (Delaware)) that is 100% owned by another Cayman Islands entity (HGW GP, Ltd. (Cayman)).

Specific approval is requested pursuant to Sections 1.991(i) and (j) of the rules for the following entities, the relevant information for which is shown above: HGW Cayman, HGW GP, Ltd., the Master Fund, Harbinger Class PE, Harbinger Intermediate I, Harbinger Offshore I, Alford Investment Strategies, Abu Dhabi Investment Council, and Special Situations Offshore. Advance approval is requested for these entities to increase their interests up to and including a non-controlling 49.99% equity and/or voting interest in New LightSquared. Advance approval also is requested for these entities to increase their interests up to and including a 100% direct or indirect equity and/or voting interest in HGW US.

C. Public Interest Analysis

The aggregate indirect foreign equity interest in LightSquared Sub upon consummation of the Plan transactions will be between approximately 40% to 70% percent. The same public interest rationales that applied to the Commission's approval of the current level of indirect foreign ownership in LightSquared apply with equal or greater force to the proposed lower level of indirect foreign ownership in the reorganized LightSquared Sub. The Commission has recognized that "foreign investment can promote competition in U.S. markets and that the

public interest is served by permitting more open investment in U.S. common carrier radio licenses by entities from WTO Member countries.”³⁸ The Commission accordingly adopted the rebuttable presumption that no competitive concerns are raised by the indirect foreign investment in licensees by entities from WTO Member countries.³⁹ The requested level of indirect foreign investment in LightSquared Sub should be entitled to the same presumption.

In addition, as described in the Emergence Applications, authorizing the proposed level of indirect foreign ownership will serve the public interest by providing the capital necessary to allow LightSquared to emerge from bankruptcy, consistent with the broad aims of the Bankruptcy Code, the Communications Act, and the Commission’s rules and policies. The Commission has repeatedly found that “allowing a company to consummate its court-approved bankruptcy reorganization plan ‘will serve the public interest by furthering the equitable purposes of the Federal Bankruptcy Act.’”⁴⁰ The Commission also has recognized that enabling licensees to exit bankruptcy, restructure debt, and access new capital provides the opportunity for significant public interest benefits.⁴¹ These benefits can include facilitating increased use of the

³⁸ *VoiceStream Wireless Corporation, Powertel, Inc., Transferors, and Deutsche Telekom AG, Transferee, to Transfer Control of Licenses and Authorizations, et al.*, 16 FCC Rcd 9779, 9790 ¶ 18 (2001) (“*VoiceStream-DT Order*”) (citing *Rules and Policies on Foreign Participation in the U.S. Telecommunications Market*, 12 FCC Rcd 23891, 23940 ¶ 111 (1997)).

³⁹ *See id.*

⁴⁰ *New DBSD Satellite Services G.P., Debtor-in-Possession, Transferor, New DBSD Satellite Services G.P., Transferee Transfer of Control of Earth Station and Ancillary Terrestrial Component Licenses and Conforming Modifications to Commission Records*, Order, DA 10-1881, ¶ 10 (2010) (“*New DBSD Order*”), quoting *Space Station System Licensee, Inc., Assignor, and Iridium Constellation LLC, Assignee*, Memorandum Opinion and Order, 17 FCC Rcd 2271 (2002) (“*2002 Iridium Order*”).

⁴¹ *See, e.g., DBSD North America, Inc. and DISH Network Corp.*, Order, 27 FCC Rcd 2250, ¶ 26 (2012) (“The applicants claim that the proposed transactions will enable the two bankrupt enterprises to emerge from bankruptcy, facilitating retirement of debt and improving access to capital. We agree. There are significant public interest benefits that will result from an efficient (continued...)”).

debtor's assets, providing for an infusion of capital and stimulation of investment, and strengthening the commercial viability of a communications network.⁴² Grant of this Petition and the Emergence Applications will provide each of these benefits, as LightSquared will be able to move forward with a secure capital structure based on significant new investment. As is more fully described in the Plan, the proposed restructuring will give New LightSquared access to \$1.25 billion in working capital, resolve significant outstanding claims, give the company control over lawsuits against the United States Government, and endow the company with a sustainable capital structure capable of supporting New LightSquared's efforts to make full use of its spectrum to provide existing and innovative services available to the public. Approval of the proposed transactions, therefore, is consistent with these long-held public interest goals.

Second, LightSquared's reorganization and emergence from bankruptcy will advance the public interest and benefit consumers by bringing the company's valuable spectrum resources and existing satellite and terrestrial networks to the marketplace. Post-consummation, LightSquared will be better equipped to continue to provide services to a wide range of private and public users—including the transport and energy industries, as well as first responders and federal government agencies—who depend on those services every day for safe, secure communication. Moreover, LightSquared's spectrum could be used to support new mobile

use of the 2 GHz spectrum by a financially sound licensee that has the requisite capital and capability to develop and deploy 2 GHz MSS to consumers.”); *WorldCom, Inc. and MCI, Inc. (Transfer Pursuant to Reorganization)*, Memorandum Opinion and Order, 18 FCC Rcd 26484, ¶ 29 (2003) (“*WorldCom/MCI Order*”) (“[W]e find that facilitating a telecommunications service provider's successful emergence from bankruptcy advances the public interest by providing economic and social benefits, especially including the compensation of innocent creditors.”).

⁴² *Authorizations Granted Applications of Loral Space & Communications Ltd. (DIP) for the Transfer of Control of Licenses and Authorizations Held by Loral Orion, Inc. (DIP), Loral SpaceCom Corporation (DIP) and Loral Skynet Network Services, Inc. (DIP) to Loral Space & Communications Inc.*, Public Notice, 20 FCC Rcd 15691 (Sept. 30, 2005).

broadband services in a manner consistent with the Commission's rules and Orders and the National Broadband Plan.⁴³ As the Commission has recognized, soaring consumer demand for wireless broadband service is placing significant strain on existing networks. In the face of such demand, "[e]nsuring that sufficient spectrum is available for incumbent licensees, as well as for potential entrants, is critical to promoting competition, investment, and innovation."⁴⁴

⁴³ See CONNECTING AMERICA: THE NATIONAL BROADBAND PLAN, at 87 (2010).

⁴⁴ *Implementation of Section 6002(b) of the Omnibus Budget Reconciliation Act of 1993; Annual Report and Analysis of Competitive Market Conditions with Respect to Mobile Wireless, Including Commercial Mobile Services*, Sixteenth Report, 28 FCC Rcd 3700, at ¶ 86 (2013).

D. Request for Declaratory Ruling

For the reasons stated above, the Commission should find that the indirect foreign ownership in LightSquared Sub described herein is permissible under Section 310(b)(4) of the Act, is consistent with the Commission's prior decisions, and is in the public interest.⁴⁵

LightSquared Sub further requests that the Commission's ruling explicitly apply to: (1) the introduction of new, non-U.S.-organized companies into the vertical ownership chain as long as the new non-U.S.-organized company is under 100 percent common ownership and control with an entity authorized under the ruling requested in this Petition; (2) all of LightSquared's subsidiaries and affiliates, whether existing at this time or formed or acquired subsequently; (3) all services to which Section 310(b) applies; and (4) all geographic areas.

Respectfully submitted,

/s/ Gerard J. Waldron

Gerard J. Waldron
Michael Beder
Ani Gevorkian*
Covington & Burling LLP
One CityCenter
850 Tenth Street, N.W.
Washington, DC 20001-4956
gwaldron@cov.com
mbeder@cov.com
agevorkian@cov.com

Counsel to LightSquared Subsidiary, LLC

Dated: May 22, 2015

**Member of the Maryland Bar. Not admitted in the District of Columbia; practice in the District of Columbia limited to matters before federal agencies.*

⁴⁵ LightSquared Sub is prepared to address any questions Team Telecom may have in reviewing this Petition. LightSquared Sub notes that it and its direct and indirect parent companies commit to extend the national security, law enforcement, and public safety commitments made in the Agreement by and among LightSquared Sub's predecessor and its parent companies, the U.S. Department of Justice, and the Federal Bureau of Investigation, dated November 14, 2001.

Schedule of Attachments

Attachment A: LightSquared License Authorizations

Attachment B: LightSquared Pre-Bankruptcy Organizational Chart

Attachment C: LightSquared Organizational Charts Upon Effective Date of Reorganization Plan

Chart C-1: Post-Reorganization LightSquared

Chart C-2: Detail of JPMC&Co. Interests

Chart C-3: Detail of Fortress Interests

Chart C-4: Detail of Centerbridge Interests

Chart C-5: Detail of Harbinger Interests

Attachment D: Reorganization Plan as Confirmed by the Bankruptcy Court on March 27, 2015

Attachment E: FIG's Fourth Amended and Restated Limited Liability Company Agreement

Attachment A

LightSquared License Authorizations

Section 214 Authorizations

Licensee	File Number
LightSquared Subsidiary LLC	ITC-214-19951215-00023 ITC-MOD-20120927-00246 (formerly ITC-214-19951215-00022)

Space Station Authorizations

Licensee	Call Sign	Expiration Date
LightSquared Subsidiary LLC	S2358	N/A
LightSquared Subsidiary LLC, Debtor-in-Possession	AMSC-1	12/31/2014

Earth Station Authorizations

Licensee	Call Sign	Station Class	Expiration Date
LightSquared Subsidiary LLC	E080030	Fixed-T/R	10/27/2023
	E080031	Fixed-T/R	10/27/2023
LightSquared Subsidiary LLC	E930124	Fixed-T/R	11/04/2019
LightSquared Subsidiary LLC	E100051	Fixed-T/R	6/25/2025
LightSquared Subsidiary LLC	E980179	Mobile	11/30/2024
LightSquared Subsidiary LLC	E930367	Mobile	3/13/2020
LightSquared Subsidiary LLC, Debtor-in-Possession	E130161	Fixed-T/R	3/21/2029

Wireless Authorizations

Licensee	Call Sign	Station Class	Expiration Date
LightSquared Subsidiary LLC, Debtor-in-Possession	WQHL596	IG - Industrial/Business Pool, Conventional	8/31/2017
	WQMN726	MM - Millimeter Wave 70/80/90 GHz Service	10/05/2020
LightSquared Subsidiary LLC	S2358	TC - MSS Ancillary Terrestrial Component (ATC) Leasing	11/13/2025

One Dot Six Corp (Lessee)	WPYQ831 (L000007295)	BC - 1670-1675 MHz Band, Market Area	10/01/2023
---------------------------	-------------------------	--	------------

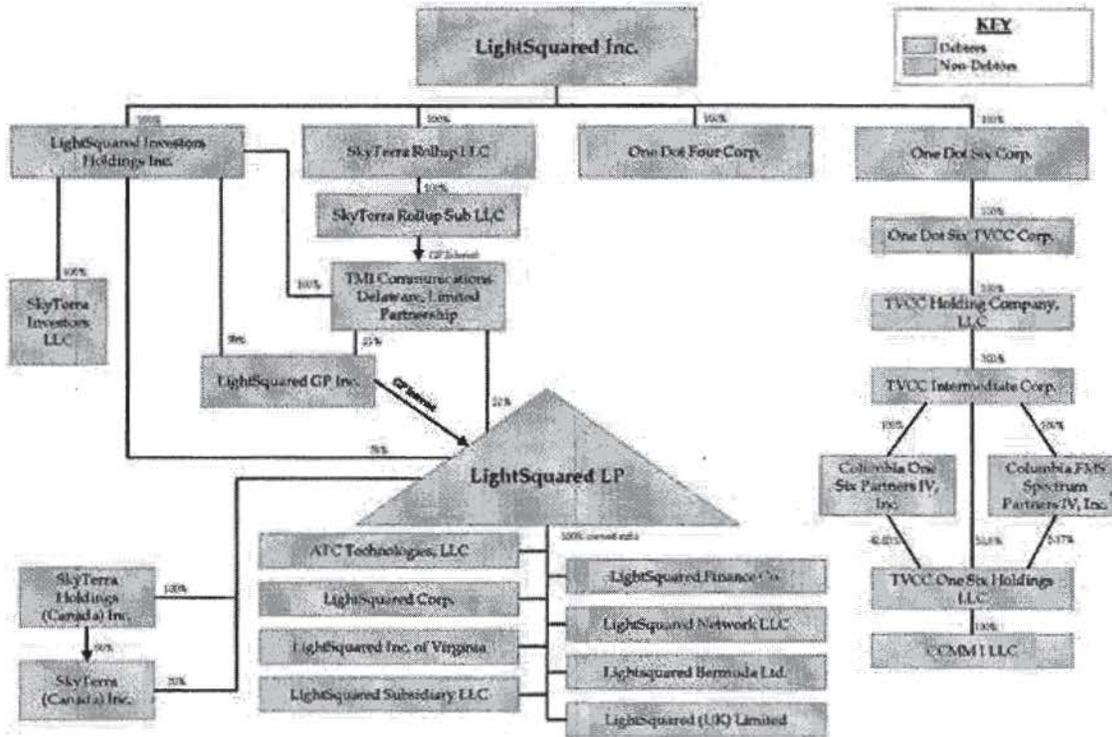
Experimental Authorization

Licensee	Call Sign	Expiration Date
LightSquared Subsidiary LLC, Debtor-in-Possession	WH2XDX	6/01/2016

Attachment B

LightSquared Pre-Bankruptcy Organizational Chart

PREPETITION DEBTOR ORGANIZATION CHART

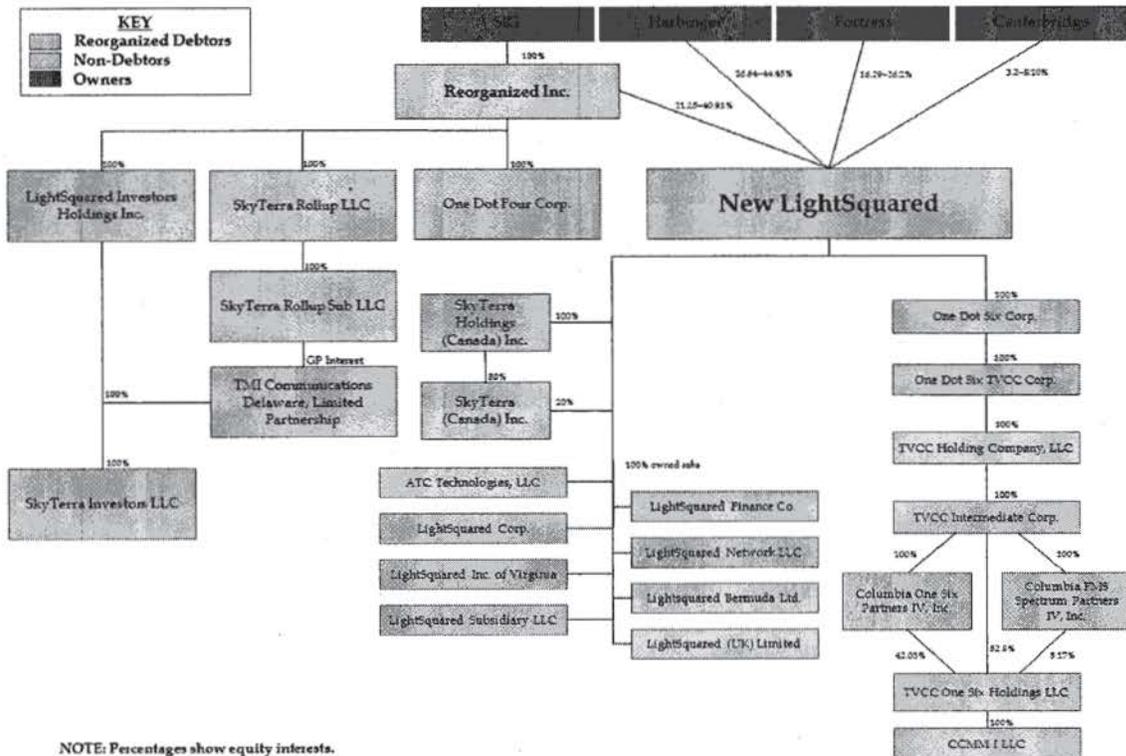


Attachment C

LightSquared Organizational Charts Upon Effective Date of Reorganization Plan

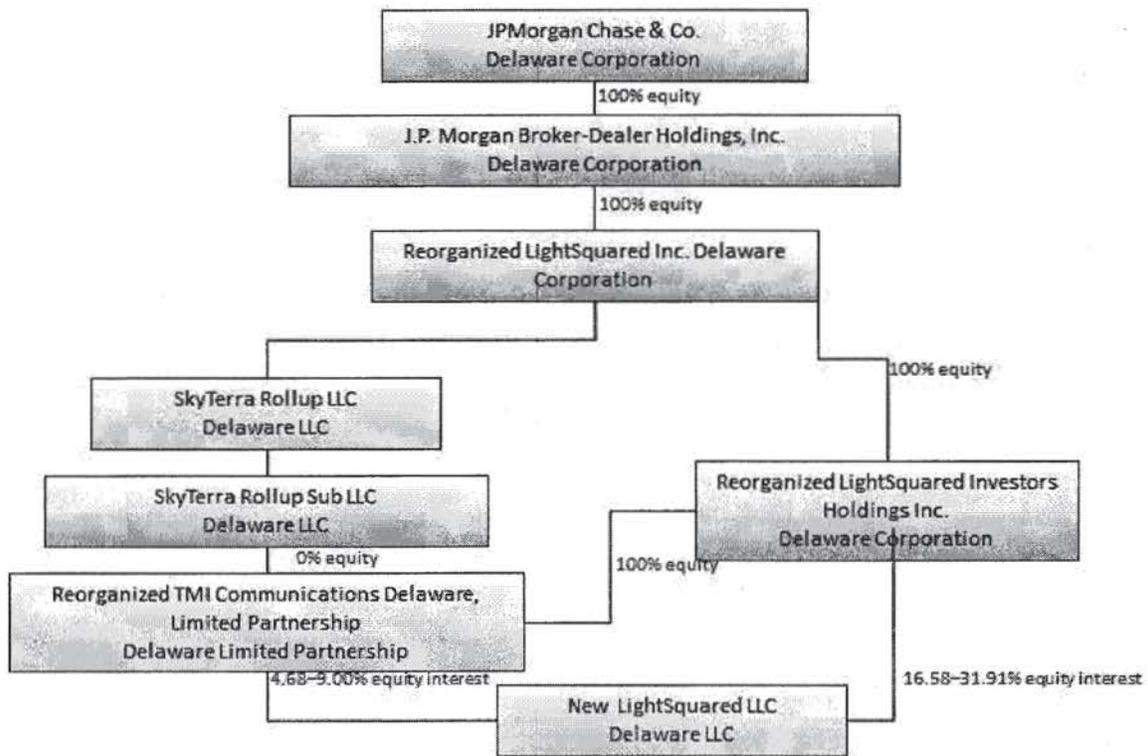
Chart C-1

POST-REORGANIZATION LIGHTSQUARED



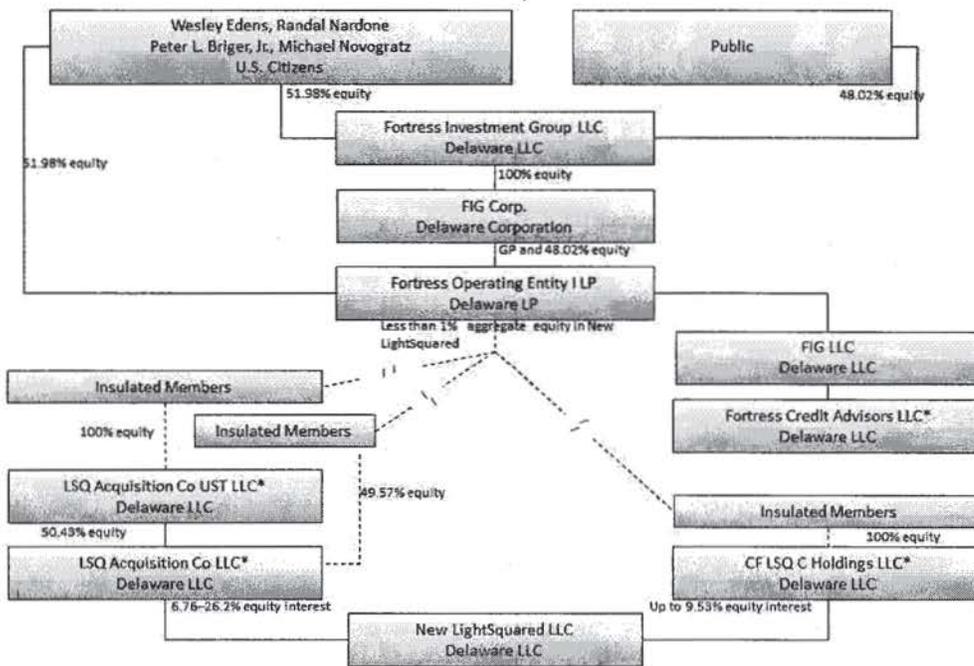
NOTE: Percentages show equity interests.

Chart C-2
JPMC&Co. Ownership
 (percentages are calculated in accordance with the FCC's "multiplier")



The percentages shown reflect the equity held by each entity in the entity below it in the chart. Reorganized LightSquared Investors Holdings Inc. ("RLIHI") holds 100% of the equity of Reorganized TMI Communications Delaware, Limited Partnership ("RTMI"). SkyTerra Rollup Sub LLC and SkyTerra Rollup LLC hold voting interests in New LightSquared LLC through their control of RTMI, but do not hold any equity interests.

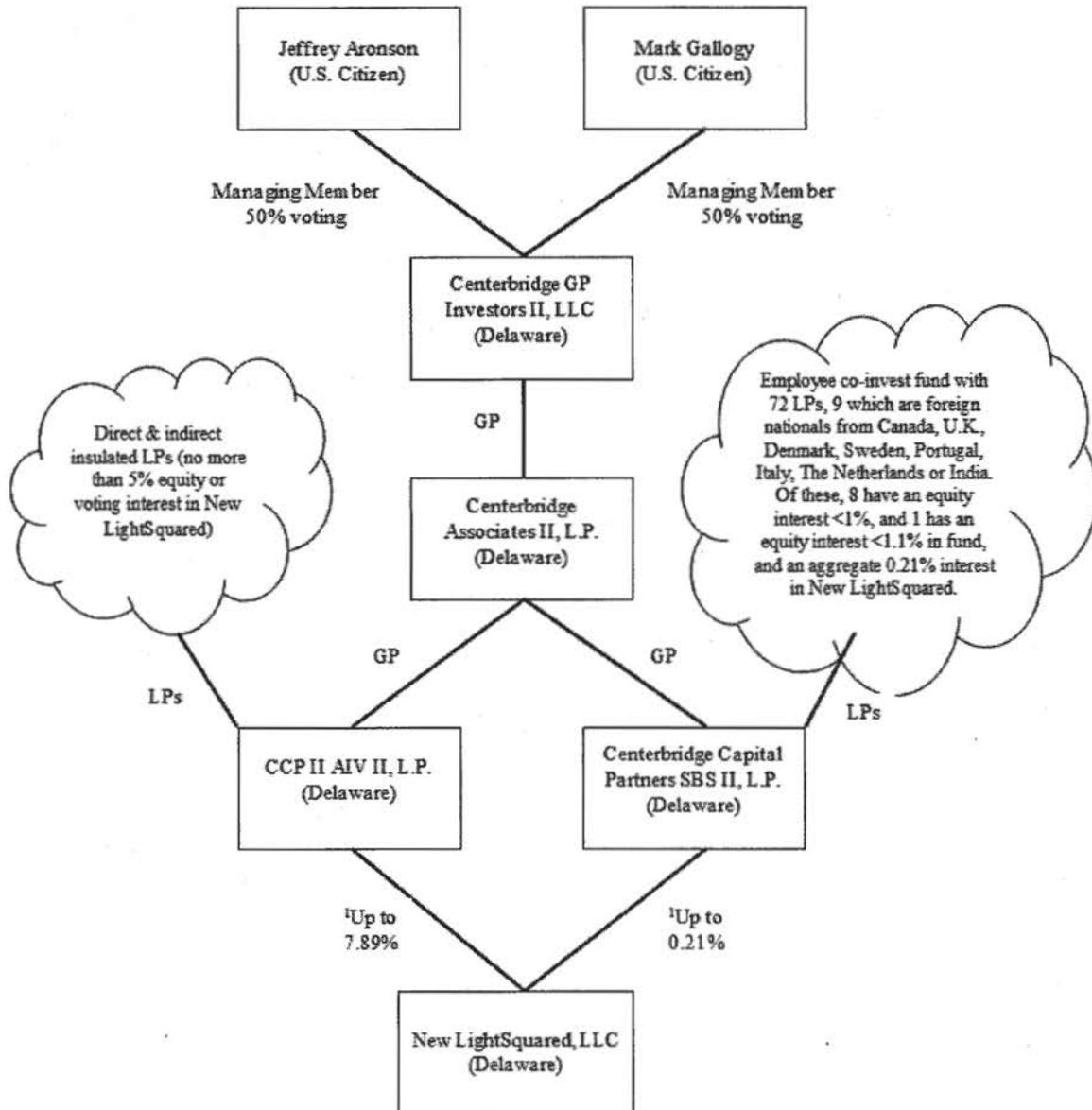
Chart C-3
Fortress Ownership
 (percentages are calculated in accordance with the FCC's "multiplier")



* Fortress Credit Advisors LLC is the non-member manager of CF LSQ C Holdings LLC, LSQ Acquisition Co LLC, and LSQ Acquisition Co UST LLC and holds all of the voting interests in these entities (or, as a result, in New LightSquared LLC). Similarly, FIG LLC, which controls Fortress Credit Advisors LLC, does not hold any equity interests in New LightSquared LLC.

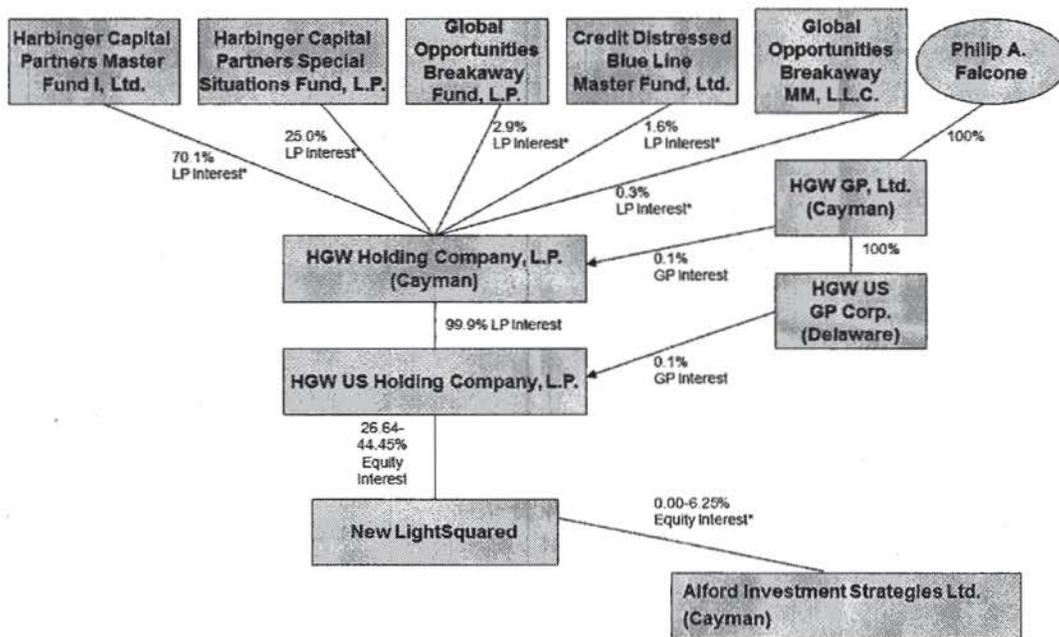
Chart C-4

Detail of Centerbridge Interests



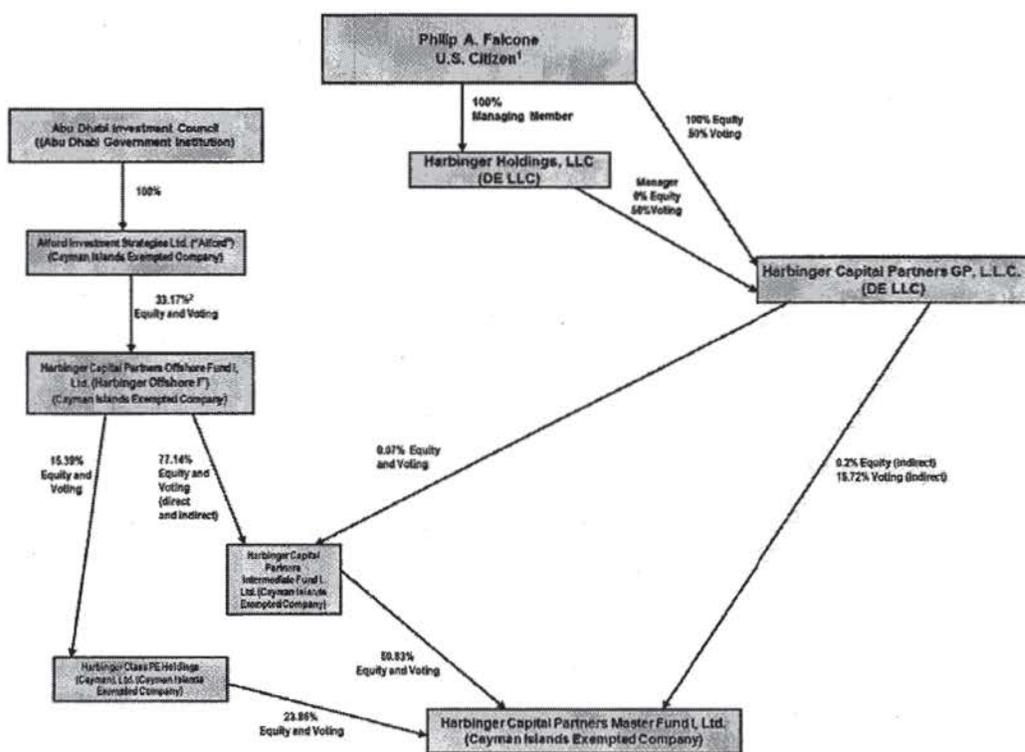
¹ Together, depending on how value is attributed between common units and preferred, CCP II AIV II, L.P. and Centerbridge Capital Partners SBS II, L.P., will directly hold from 3.2% to 8.1% of New LightSquared's total equity.

Chart C-5
Detail of Harbinger Interests
 (percentages are calculated in accordance with the FCC's "multiplier")



* Insulated

Chart C-6
Master Fund Ownership Diagram
 (percentages are calculated in accordance with the FCC's "multiplier")



¹ As set forth in item (4) of the Harbinger foreign ownership narrative, Mr. Falcone, by virtue of his 100% voting interest in HGW US, is deemed to have a 100% voting interest in New LightSquared. Given that Mr. Falcone already is deemed to have a 100% voting interest in New LightSquared, no separate calculations have been made as to his voting interests in the five Harbinger-related entities that have an interest in HGW Cayman.

² As set forth in item (11) of the Harbinger foreign ownership narrative, depending on the attribution of certain equity-like liabilities, Alford's interest in Harbinger Offshore I could be deemed to be only 9.38%.

Chart C-7
Special Situations Fund Ownership Diagram
 (percentages are calculated in accordance with the FCC's "multiplier")

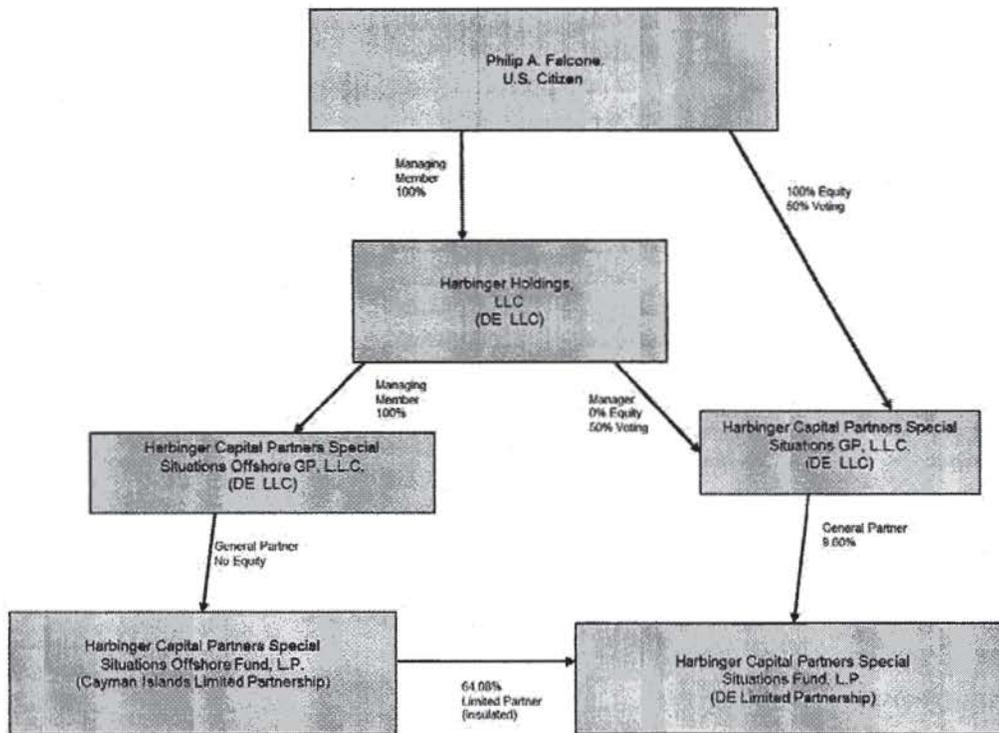
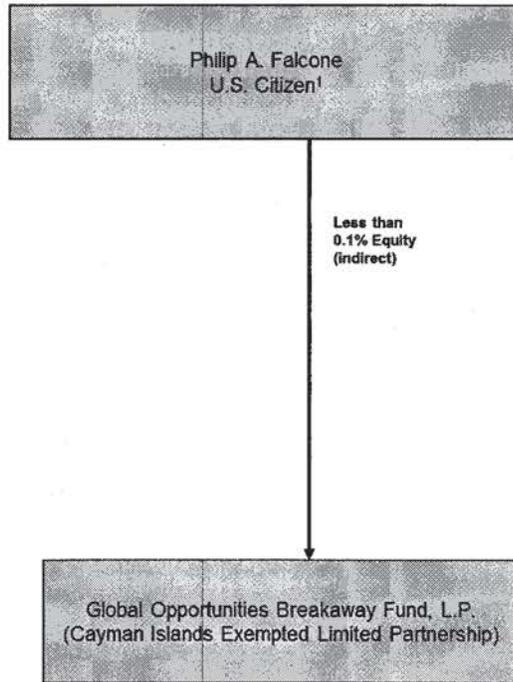
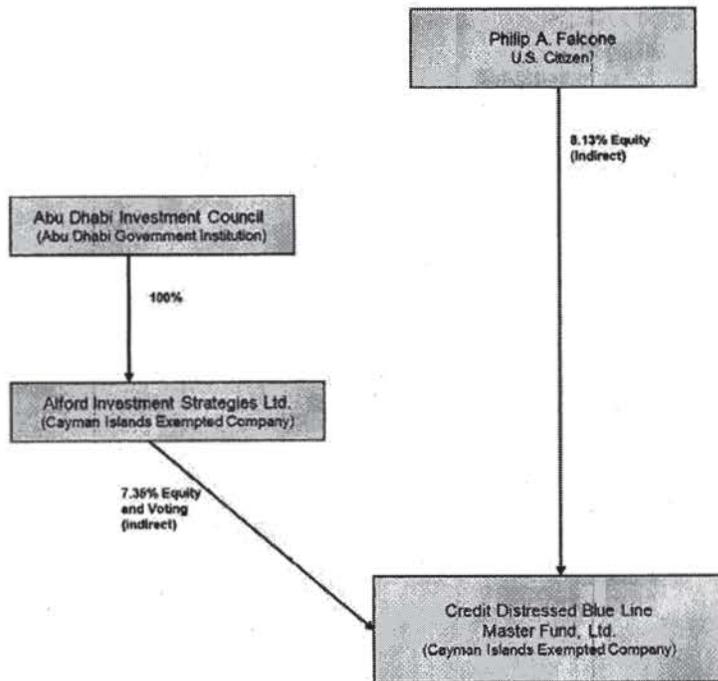


Chart C-8
Global Opportunities Breakaway Fund, L.P. Ownership Diagram
(percentages are calculated in accordance with the FCC's "multiplier")



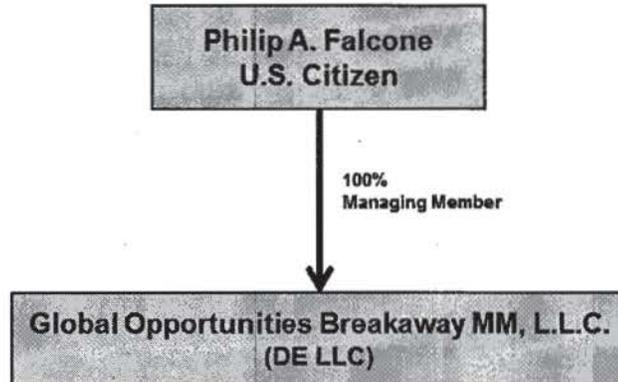
¹ As set forth in item (4) of the Harbinger foreign ownership narrative, Mr. Falcone, by virtue of his 100% voting interest in HGW US, is deemed to have a 100% voting interest in New LightSquared. Given that Mr. Falcone already is deemed to have a 100% voting interest in New LightSquared, no separate calculations have been made as to his voting interests in the five Harbinger-related entities that have an interest in HGW Cayman.

Chart C-9
 Credit Distressed Blue Line Master Fund, Ltd. Ownership Diagram
 (percentages are calculated in accordance with the FCC's "multiplier")



¹ As set forth in item (4) of the Harbinger foreign ownership narrative, Mr. Falcone, by virtue of his 100% voting interest in HGW US, is deemed to have a 100% voting interest in New LightSquared. Given that Mr. Falcone already is deemed to have a 100% voting interest in New LightSquared, no separate calculations have been made as to his voting interests in the five Harbinger-related entities that have an interest in HGW Cayman.

Chart C-10
Breakaway MM Ownership Diagram
(percentages are calculated in accordance with the FCC's "multiplier")



Attachment D

Reorganization Plan as Confirmed by the Bankruptcy Court on March 27, 2015

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

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

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

**MILBANK, TWEED, HADLEY &
M^CCLOY LLP**

*One Chase Manhattan Plaza
New York, New York 10005
(212) 530-5000
Counsel for the Debtors*

**KASOWITZ, BENSON, TORRES &
FRIEDMAN LLP**

*1633 Broadway
New York, New York 10019
(212) 506-1700
Counsel for Harbinger Capital Partners LLC*

**FRIED, FRANK, HARRIS, SHRIVER &
JACOBSON LLP**

*One New York Plaza
New York, New York 10004
(212) 859-8000
Counsel for Centerbridge Partners, L.P.*

STROOCK & STROOCK & LAVAN LLP

*180 Maiden Lane
New York, New York 10038
(212) 806-5400
Counsel for Fortress Credit Opportunities
Advisors LLC*

Dated: New York, New York
March 26, 2015

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

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW	2
A. Defined Terms	2
B. Rules of Interpretation	31
C. Computation of Time.....	32
D. Governing Law	32
E. Reference to Monetary Figures.....	32
F. Approval Rights Over Plan Documents.....	32
G. Rights of the Debtors Under the Plan	33
H. Nonconsolidated Plan	33
ARTICLE II. ADMINISTRATIVE CLAIMS, ACCRUED PROFESSIONAL COMPENSATION CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES.....	33
A. Administrative Claims	33
B. Accrued Professional Compensation Claims.....	35
C. DIP Inc. Claims.....	36
D. DIP LP Claims.....	37
E. New Inc. DIP Claims	37
F. New LP DIP Claims.....	37
G. Priority Tax Claims.....	37
H. Payment of Statutory Fees	38
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS.....	38
A. Summary	38
B. Classification and Treatment of Claims and Equity Interests.....	38
C. Special Provision Governing Unimpaired Claims and Equity Interests	50
D. Acceptance or Rejection of Plan.....	50
E. Elimination of Vacant Classes	51
F. Confirmation Pursuant to Section 1129(b) of Bankruptcy Code.....	51
G. Controversy Concerning Impairment	51
ARTICLE IV. MEANS FOR IMPLEMENTATION OF PLAN	51
A. Sources of Consideration for Plan Distributions	51
B. Plan Transactions.....	52
C. Issuance of New LightSquared Entities Shares; Reinstatement of Reinstated Intercompany Interests.....	59
D. Section 1145 and Other Exemptions.....	59
E. Listing of New LightSquared Entities Shares; Reporting Obligations.....	60

F.	New LightSquared Interest Holders Agreement.....	60
G.	Indemnification Provisions in Reorganized Debtors Governance Documents.....	61
H.	Management Incentive Plan.....	61
I.	Corporate Governance.....	61
J.	Vesting of Assets in Reorganized Debtors.....	62
K.	Cancellation of Securities and Agreements.....	62
L.	Corporate Existence.....	63
M.	Corporate Action.....	64
N.	Effectuating Documents; Further Transactions.....	64
O.	Exemption from Certain Taxes and Fees.....	65
P.	Preservation, Transfer, and Waiver of Rights of Action.....	65
Q.	Assumption of D&O Liability Insurance Policies.....	66
R.	Employee and Retiree Benefits.....	66
ARTICLE V.	TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	67
A.	Assumption and Rejection of Executory Contracts and Unexpired Leases.....	67
B.	Claims Based on Rejection of Executory Contracts or Unexpired Leases.....	68
C.	Cure of Defaults for Executory Contracts and Unexpired Leases Assumed Pursuant to Plan.....	69
D.	Pre-existing Obligations to Debtors Under Executory Contracts and Unexpired Leases.....	70
E.	Intercompany Contracts, Contracts, and Leases Entered into After Petition Date, Assumed Executory Contracts, and Unexpired Leases.....	70
F.	Modifications, Amendments, Supplements, Restatements, or Other Agreements.....	70
G.	Postpetition Contracts and Leases.....	71
H.	Reservation of Rights.....	71
I.	Nonoccurrence of Effective Date.....	71
ARTICLE VI.	PROVISIONS GOVERNING DISTRIBUTIONS.....	72
A.	Distribution Record Date.....	72
B.	Timing and Calculation of Amounts To Be Distributed.....	72
C.	Disbursing Agent.....	73
D.	Rights and Powers of Disbursing Agent.....	73
E.	Plan Distributions on Account of Claims and Equity Interests Allowed After Effective Date.....	74
F.	Delivery of Plan Distributions and Undeliverable or Unclaimed Plan Distributions.....	74
G.	Compliance with Tax Requirements/Allocations.....	76
H.	Setoffs.....	76
I.	Recoupment.....	77

J.	Claims Paid or Payable by Third Parties	77
ARTICLE VII.	PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS	78
A.	Allowance of Claims and Equity Interests.....	78
B.	Claims and Equity Interests Administration Responsibilities	78
C.	Estimation of Claims or Equity Interests	79
D.	Expungement or Adjustment to Claims or Equity Interests Without Objection.....	79
E.	No Interest.....	80
F.	Deadline To File Objections to Claims or Equity Interests	80
G.	Disallowance of Claims or Equity Interests.....	80
H.	Amendments to Claims.....	81
ARTICLE VIII.	SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS	81
A.	Discharge of Claims and Termination of Equity Interests.....	81
B.	Subordinated Claims.....	82
C.	Compromise and Settlement of Claims and Controversies	82
D.	Releases by Debtors.....	82
E.	Exculpation	83
F.	Third-Party Releases by Holders of Claims or Equity Interests	84
G.	Injunctions.....	85
H.	Release of Liens.....	86
ARTICLE IX.	CONDITIONS PRECEDENT TO CONFIRMATION DATE AND EFFECTIVE DATE OF PLAN.....	86
A.	Conditions Precedent to Confirmation Date	86
B.	Conditions Precedent to Effective Date	87
C.	Waiver of Conditions.....	89
ARTICLE X.	MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN	89
A.	Modification and Amendments.....	89
B.	Effect of Confirmation on Modifications	90
C.	Revocation or Withdrawal of Plan.....	90
D.	Validity of Certain Plan Transactions If Effective Date Does Not Occur.....	90
ARTICLE XI.	RETENTION OF JURISDICTION	91
ARTICLE XII.	MISCELLANEOUS PROVISIONS.....	93
A.	Immediate Binding Effect.....	93
B.	Additional Documents	94
C.	Reservation of Rights.....	94

D.	Successors and Assigns.....	94
E.	Service of Documents.....	94
F.	Term of Injunctions or Stays.....	96
G.	Plan Supplement	96
H.	Entire Agreement.....	96
I.	Non-severability of Plan Provisions	96
J.	Votes Solicited in Good Faith.....	97
K.	Waiver or Estoppel	97
L.	Conflicts.....	97

INTRODUCTION

Fortress, Centerbridge, Harbinger, and the Debtors, as the Plan Proponents, hereby respectfully propose the following joint chapter 11 plan for the resolution of outstanding claims against, and interests in, the Debtors pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101-1532. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, and projections of future operations, as well as a summary and description of the Plan and certain related matters. The Plan may be altered, amended, modified, revoked, or withdrawn in accordance with, and subject in all respects to, the terms of the Plan Support Agreement and the Plan, or, in the case of the Debtors, the terms of the Plan only, prior to its substantial consummation.

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

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

Upon their emergence from bankruptcy, the Reorganized Debtors will have a sustainable capital structure and will be stronger and better positioned to avail themselves of significant upside value of the pending spectrum license modification applications. The Plan Proponents accordingly believe that the Plan is the highest and best restructuring offer available to the Debtors that will maximize the value of the Estates for the benefit of the Debtors' creditors and equity holders.

ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

**ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION,
COMPUTATION OF TIME, AND GOVERNING LAW**

A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. **“Accrued Professional Compensation Claims”** means, at any given moment, all accrued fees and expenses (including success fees) for services rendered by all Professionals through and including the Effective Date, to the extent such fees and expenses have not been paid and regardless of whether a fee application has been Filed for such fees and expenses, but in all events subject to estimation as provided in Section VII.C hereof. To the extent that the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Accrued Professional Compensation Claim.

2. **“Acquired DIP Inc. Claims”** means, collectively, the Fortress/Centerbridge Acquired DIP Inc. Claims and the JPM Acquired DIP Inc. Claims.

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

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

5. **“Administrative Claim”** means a Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (including wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting, and other services,

and reimbursement of expenses pursuant to sections 328, 330(a), or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and ending on the Effective Date, including Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of the Judicial Code, including the U.S. Trustee Fees; (d) the DIP Claims; (e) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code; (f) any and all KEIP Payments; (g) the Prepetition Inc. Fee Claims; (h) the DIP Inc. Fee Claims; (i) all indemnification claims arising from the postpetition services of the directors serving on the special committee of the boards of directors for LightSquared Inc. and LightSquared GP Inc., as approved by the Bankruptcy Court pursuant to the *Final Order (I) Approving Compensation for Independent Directors, (II) Authorizing Administrative Expense Priority for Indemnification Claims Arising From Postpetition Services of Independent Directors, and (III) Granting Related Relief* [Docket No. 897]; and (j) any fees and expenses that are earned and payable pursuant to the New DIP Facilities, the Working Capital Facility, the Plan, and the other Plan Documents, including the New Investor Fee Claims.

6. “**Administrative Claims Bar Date**” means the deadline for filing requests for payment of Administrative Claims, which shall be thirty (30) days after the Effective Date.

7. “**Affiliate**” has the meaning set forth in section 101(2) of the Bankruptcy Code.

8. “**Allowed**” means, with respect to Claims, any Claim that (a) is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date or that is not required to be evidenced by a Filed Proof of Claim under the Bankruptcy Code or a Final Order, (b) is listed on the Schedules as of the Effective Date as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed, (c) has been compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtors by a Final Order of the Bankruptcy Court, or (d) is Allowed pursuant to the Plan or a Final Order; provided, however, that with respect to any Claim described in clauses (a) or (b) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to any Claim, no objection to the allowance thereof, request for estimation, motion to deem the Schedules amended, or other challenge has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, if any, or such a challenge is so interposed and the Claim shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed on the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable. In addition, “**Allowed**” means, with respect to any Equity Interest, such Equity Interest is reflected as outstanding (other than any such Equity Interest held by any Debtor or any subsidiary of a Debtor) in the stock transfer ledger or similar register of the applicable Debtor on the Distribution Record Date and is not subject to any objection or challenge.

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

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

11. “**Assets**” means all rights, titles, and interest of the Debtors of any nature in property of any kind, wherever located, as specified in section 541 of the Bankruptcy Code.

12. “**Avoidance Actions**” means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547-553, and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

13. “**Ballot**” means the ballot upon which Holders of Claims or Equity Interests entitled to vote shall cast their vote to accept or reject the Plan.

14. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, as may be amended from time to time.

15. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under section 157 of the Judicial Code or the General Order of the District Court pursuant to section 151 of the Judicial Code, the United States District Court for the Southern District of New York.

16. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

17. **"Bid Procedures Order"** means the *Order (A) Establishing Bid Procedures, (B) Scheduling Date and Time for Auction, (C) Approving Assumption and Assignment Procedures, (D) Approving Form of Notice, and (E) Granting Related Relief* [Docket No. 892].

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

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

20. **"Canadian Proceeding"** means the proceedings commenced with respect to the Chapter 11 Cases in the Canadian Court pursuant to Part IV of the Companies' Creditors Arrangement Act.

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

22. **"Causes of Action"** means any claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For purposes of clarity, Causes of Action includes, without limitation, the following: (a) any right of setoff, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions; and (f) any cause of action listed on the Schedule of Retained Causes of Action.

23. **"CCAA Proceedings"** means the proceedings commenced by LightSquared LP, in its capacity as foreign representative of the Debtors pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36.

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

25. **"Certificate"** means any instrument evidencing a Claim or an Equity Interest.

26. **"Chapter 11 Cases"** means (a) when used with reference to a particular Debtor or group of Debtors, the chapter 11 case or cases pending for that Debtor or group of Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

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

28. “**Claims and Equity Interests Objection Bar Date**” means the deadline for objecting to a Claim or Equity Interest, which shall be on the date that is the later of (a) six (6) months after the Effective Date and (b) such later period of limitation as may be specifically fixed by an order of the Bankruptcy Court.

29. “**Claims and Solicitation Agent**” means Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained by the Debtors in the Chapter 11 Cases.

30. “**Claims Bar Date**” means, with reference to a Claim, the date by which Proofs of Claim must be or must have been Filed with respect to such Claim, as ordered by the Bankruptcy Court pursuant to the Claims Bar Date Order or another Final Order of the Bankruptcy Court.

31. “**Claims Bar Date Order**” means the *Order Pursuant to 11 U.S.C. § 502(b)(9) and Fed. R. Bankr. P. 2002 and 3003(c)(3) Establishing Deadlines for Filing Proofs of Claim and Procedures Relating Thereto and Approving Form and Manner of Notice Thereof* [Docket No. 266].

32. “**Claims Register**” means the official register of Claims maintained by the Claims and Solicitation Agent.

33. “**Class**” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

34. “**Collateral**” means any property or interest in property of the Estates subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

35. “**Confirmation**” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

36. “**Confirmation Date**” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

37. “**Confirmation Hearing**” means the hearing held by the Bankruptcy Court on the Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

38. “**Confirmation Hearing Date**” means the date of the commencement of the Confirmation Hearing.

39. “**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, and granting other related relief, in form and substance satisfactory to each of the New Investors, the Debtors, and MAST (solely with

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

40. “**Confirmation Recognition Order**” means an order of the Canadian Court, which shall be in form and substance satisfactory to each of the New Investors, the Debtors, and MAST (solely with respect to those provisions of the Confirmation Recognition Order that relate to MAST Terms) and reasonably satisfactory to MAST as to all other provisions of the Confirmation Recognition Order, recognizing the entry of the Confirmation Order and vesting in the Reorganized Debtors all of the Debtors’ rights, titles, and interest in and to the Assets that are owned, controlled, regulated, or situated in Canada, free and clear of all Liens, Claims, charges, interests, or other encumbrances, in accordance with applicable law.

41. “**Consummation**” means the occurrence of the Effective Date.

42. “**Cure Costs**” means all amounts (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed, or assumed and assigned, by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

43. “**D&O Liability Insurance Policies**” means all insurance policies of any of the Debtors for directors’, managers’, and officers’ liability.

44. “**Debtor**” means one of the Debtors, in its individual capacity as a debtor in these Chapter 11 Cases.

45. “**Debtors**” means, collectively, the Inc. Debtors and the LP Debtors.

46. “**DIP Agents**” means the DIP Inc. Agent and the New DIP Agents.

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

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

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

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

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

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

53. **"DIP Inc. Credit Agreement"** means that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the DIP Inc. Obligors, the DIP Inc. Agent, and the DIP Inc. Lenders.

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

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

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

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

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

59. **"DIP Inc. Order"** means the *Final Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, (A) Authorizing Inc. Obligors To Obtain Postpetition Financing, (B) Granting Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay* [Docket No. 224] (as amended, supplemented, or modified from time to time in accordance with the terms thereof).

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

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

62. **"DIP LP Claim"** means a Claim held by the DIP LP Lenders arising under or related to the DIP LP Facility, including, without limitation, all principal, interest, default interest, and fees provided for thereunder.

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

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

65. **"DIP LP Order"** means the *Final Order (A) Authorizing LP DIP Obligors To Obtain Seventh Replacement Superpriority Senior Secured Priming Postpetition Financing, (B) Granting Superpriority Liens and Providing Superpriority Administrative Expense Status, (C) Granting Adequate Protection, and (D) Modifying Automatic Stay* [Docket No. 1927] (as amended, supplemented, or modified from time to time in accordance with the terms thereof).

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

67. **“Disclosure Statement”** means, collectively, (a) the Specific Disclosure Statement and (b) the General Disclosure Statement (as either may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, in each case, in accordance with the terms of the Plan Support Agreement or, in the case of the Debtors, the terms of the Plan).

68. **“Disclosure Statement Order”** means the order or orders entered by the Bankruptcy Court in the Chapter 11 Cases, in form and substance satisfactory to each of the New Investors, MAST, and the Debtors, (a) approving the Disclosure Statement as containing adequate information required under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, and (b) authorizing the use of the Disclosure Statement for soliciting votes on the Plan.

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

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

71. **“Disputed Claims and Equity Interests Reserve”** means a reserve to be held by New LightSquared for the benefit of each Holder of a Disputed Claim or Equity Interest, in an amount equal to the Plan Distributions such Disputed Claim or Equity Interest would be entitled to on the Effective Date if such Disputed Claim or Equity Interest were Allowed in its full amount on the Effective Date.

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

73. **“Effective Date”** means the date selected by the New Investors (upon agreement of all of the New Investors) and the Debtors, that is a Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent specified in Section IX.B hereof have been satisfied or waived (in accordance with Section IX.C hereof).

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

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

75. **“Eligible Transferee”** means any Person that is not a Prohibited Transferee.
76. **“Entity”** has the meaning set forth in section 101(15) of the Bankruptcy Code.
77. **“Equity Interest”** means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including any issued or unissued share of common stock, preferred stock, or other instrument evidencing an ownership interest in a Debtor, whether or not transferable, including membership interests in limited liability companies and partnership interests in partnerships, and any option, warrant or right, contractual or otherwise, to acquire any such interest in a Debtor that existed immediately prior to the Effective Date, any award of stock options, restricted stock units, equity appreciation rights, restricted equity, or phantom equity granted to an existing employee of the Debtors pursuant to any equity plan maintained by the Debtors or under any existing employment agreement of the Debtors’ existing employees, any Existing Shares, and any Claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.
78. **“Estate”** means the bankruptcy estate of any Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.
79. **“Exculpated Party”** means a Released Party.
80. **“Executory Contract”** means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.
81. **“Existing Inc. Common Stock”** means the Equity Interests in LightSquared Inc. (other than the Existing Inc. Preferred Stock).
82. **“Existing Inc. Preferred Stock”** means the Existing Inc. Series A Preferred Stock and Existing Inc. Series B Preferred Stock.
83. **“Existing Inc. Series A Preferred Stock”** means the outstanding shares of Convertible Series A Preferred Stock issued by LightSquared Inc.
84. **“Existing Inc. Series B Preferred Stock”** means the outstanding shares of Convertible Series B Preferred Stock issued by LightSquared Inc.
85. **“Existing LP Common Units”** means the outstanding common units issued by LightSquared LP.
86. **“Existing LP Preferred Units”** means the outstanding non-voting Series A Preferred Units issued by LightSquared LP.

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

88. “**Existing Shares**” means all Equity Interests related to Existing Inc. Common Stock, Existing Inc. Preferred Stock, Existing LP Common Units, Existing LP Preferred Units, and Intercompany Interests.

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

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

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

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

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

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

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

96. **"Final Order"** means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction (including the Canadian Court) with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari or leave to appeal has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari or leave to appeal was sought; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or under the Ontario Rules of Civil Procedure, may be Filed relating to such order shall not prevent such order from being a Final Order; provided, further, that the New Investors (upon the consent of each New Investor and the Debtors) reserve the right to waive any appeal period.

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

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

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

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

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

102. **"General Unsecured Claim"** means any Claim against any of the Debtors that is not one of the following Claims: (a) Administrative Claim; (b) Priority Tax Claim; (c) DIP Claim; (d) Other Priority Claim; (e) Other Secured Claim; (f) Prepetition Inc. Facility Claim; (g) Prepetition LP Facility Non-SPSO Claim; (h) Prepetition LP Facility SPSO Claim; (i) Prepetition LP Facility Non-SPSO Guaranty Claim; (j) Prepetition LP Facility SPSO Guaranty Claim; or (i) Intercompany Claim.

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

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

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

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

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

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

109. **"Inc. Debtors"** means, collectively, LightSquared Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, SkyTerra Investors LLC, One Dot Six TVCC Corp., LightSquared Investors Holdings Inc., and TMI Communications Delaware, Limited Partnership.

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

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

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

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

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

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

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

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

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

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

120. “**Interim Compensation Order**” means the *Order Authorizing and Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 122], as may have been modified by a Bankruptcy Court order approving the retention of the Professionals.

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

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

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

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

125. “**KEIP Payments**” means any and all amounts payable under (a) the Debtors’ key employee incentive plan approved by the Bankruptcy Court pursuant to the *Order Approving LightSquared’s Key Employee Incentive Plan* [Docket No. 394] or (b) any amended, supplemented, or other employee incentive plan of the Debtors approved pursuant to an order of the Bankruptcy Court.

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

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

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

129. **“LP Cash Collateral Order”** means the *Amended Agreed Final Order (a) Authorizing Debtors To Use Cash Collateral, (b) Granting Adequate Protection to Prepetition Secured Parties, and (c) Modifying Automatic Stay* [Docket No. 544] (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

130. **“LP Debtors”** means, collectively, LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Finance Co., LightSquared Network LLC, LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc., LightSquared Bermuda Ltd., and LightSquared GP Inc.

131. **“LP Facility Postpetition Interest”** means all interest owed pursuant to the Prepetition LP Credit Agreement from and after the Petition Date less the amount of adequate protection payments made by LightSquared LP during the Chapter 11 Cases pursuant to the LP Cash Collateral Order (exclusive of Professional Fees (as defined in the LP Cash Collateral Order) paid in accordance with the LP Cash Collateral Order).

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

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

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

135. **“LP Group”** means that certain ad hoc group of Prepetition LP Lenders, comprised of holders, advisors or affiliates of advisors to holders, or managers of various accounts with investment authority, contractual authority, or voting authority, of the loans under the Prepetition LP Credit Agreement, which, for the avoidance of doubt, shall exclude SPSO.

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

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

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

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

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

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

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

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

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

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

146. “**New DIP Claim**” means a New Inc. DIP Claim or a New LP DIP Claim.

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

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

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

150. “**New DIP Lenders**” means the New Inc. DIP Lenders and the New LP DIP Lenders.

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

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

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

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

155. “**New Inc. DIP Closing Date**” means the date upon which the New Inc. DIP Credit Agreement shall have been executed by all of the parties thereto, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and the incurrence of the obligations pursuant to the New Inc. DIP Facility shall have occurred.

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

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

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

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

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

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

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

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

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

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

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

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

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

168. **“New LightSquared”** means LightSquared LP as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

186. **"New LP DIP Closing Date"** means the date upon which the New LP DIP Credit Agreement shall have been executed by all of the parties thereto, and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and the incurrence of the obligations pursuant to the New LP DIP Facility shall have occurred.

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

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

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

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

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

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

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

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

195. “**Other Priority Claim**” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

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

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

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

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

200. “**Plan Consideration**” means a payment or distribution of Cash, assets, securities, or instruments evidencing an obligation to Holders of Allowed Claims or Equity Interests under the Plan. Unless otherwise expressly specified herein, any Plan Consideration in the form of Cash shall be paid from proceeds of the Working Capital Facility, the Second Lien Exit Facility, and the Debtors’ Cash on hand.

201. “**Plan Distribution**” means a payment or distribution to Holders of Allowed Claims, Allowed Equity Interests, or other eligible Entities under the Plan or Plan Supplement documents.

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

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

204. “**Plan Supplement**” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the

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

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

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

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

208. **“Plan Transactions”** means one or more transactions to occur on or before the Effective Date or as soon thereafter as reasonably practicable, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, equity issuance, sale, dissolution, certificates of incorporation, certificates of partnership, operating agreements, bylaws, or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of equity issuance, transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; and (c) all other actions that are consistent with the terms of the Plan that the New Investors, the Debtors, Reorganized LightSquared Inc. or New LightSquared, as applicable, determine are necessary or appropriate.

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

210. **"Prepetition Facility Claim"** means a Prepetition Inc. Facility Claim or a Prepetition LP Facility Claim.

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

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

213. **"Prepetition Inc. Credit Agreement"** means that certain Credit Agreement, dated as of July 1, 2011 (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the Prepetition Inc. Obligors, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders.

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

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

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

217. **"Prepetition Inc. Facility Lender Subordination Agreement"** means that certain Lender Subordination Agreement, dated as of March 29, 2012, between and among certain Affiliate Lenders and Non-Affiliate Lenders (each as defined therein), by which the Affiliate Lenders agreed to subordinate their Liens (as such term is used therein) and Claims under the Prepetition Inc. Loan Documents to the Liens and Claims of the Non-Affiliate Lenders.

218. **"Prepetition Inc. Facility Non-Subordinated Claim"** means a Claim held by the Prepetition Inc. Agent or Prepetition Inc. Lenders arising under, or related to, the Prepetition Inc. Loan Documents, but excluding any Prepetition Inc. Facility Subordinated Claim.

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

220. **"Prepetition Inc. Facility Subordinated Claim"** means a Claim held by a Prepetition Inc. Lender arising under, or related to, the Prepetition Inc. Loan Documents that is subordinated to the Prepetition Inc. Facility Non-Subordinated Claims pursuant to the Prepetition Inc. Facility Lender Subordination Agreement.

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

222. **“Prepetition Inc. Guarantors”** means One Dot Four Corp., One Dot Six Corp., and One Dot Six TVCC Corp., as guarantors under the Prepetition Inc. Credit Agreement.

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

224. **“Prepetition Inc. Loan Documents”** means the Prepetition Inc. Credit Agreement together with all related security agreements, notes, guarantees, pledge agreements, mortgages, fixture filings, transmitting utility filings, deeds of trust, financing statements, instruments, agreements, documents, assignments, account control agreements, or other security documents (as each of the foregoing may be amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

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

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

227. **“Prepetition LP Agent”** means, collectively, Wilmington Savings Fund Society, FSB, as administrative agent, and Wilmington Trust FSB, as collateral trustee, under the Prepetition LP Credit Agreement.

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

229. **“Prepetition LP Credit Agreement”** means that certain Credit Agreement, dated as of October 1, 2010 (as amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof), among the Prepetition LP Obligors, the Prepetition LP Agent, and the Prepetition LP Lenders.

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

231. **“Prepetition LP Facility Claim”** means a Claim held by the Prepetition LP Agent or Prepetition LP Lenders arising under, or related to, the Prepetition LP Loan Documents.

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

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

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

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

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

237. **“Prepetition LP Guarantors”** means LightSquared Inc., LightSquared Investors Holdings Inc., LightSquared GP Inc., TMI Communications Delaware, Limited Partnership, ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc., as guarantors under the Prepetition LP Credit Agreement.

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

239. **“Prepetition LP Loan Documents”** means the Prepetition LP Credit Agreement together with all related security agreements, notes, guarantees, pledge agreements, mortgages, fixture filings, transmitting utility filings, deeds of trust, financing statements, instruments, agreements, documents, assignments, account control agreements, or other security documents (as each of the foregoing may be amended, supplemented, restated, or otherwise modified from time to time in accordance with the terms thereof).

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

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

242. **“Professional”** means an Entity employed pursuant to a Bankruptcy Court order in accordance with sections 327, 328, 330, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363, and 331 of the Bankruptcy Code or awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code (excluding those Entities entitled to compensation for services rendered after the Petition Date in the ordinary course of business pursuant to a Final Order granting such relief).

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

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

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

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

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

248. **“Reinstated”** or **“Reinstatement”** means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured, (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Equity Interest as such maturity existed before such default, (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law, (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than the Debtors or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure, and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Equity Interest entitles the Holder.

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

250. **“Released Party”** means each of the following: (a) the Debtors; (b) the Reorganized Debtors; (c) each New Investor; (d) each Plan Support Party; (e) each DIP Agent, (f) each DIP Lender (other than any SPSO Party), and each arranger and book runner of the DIP Facilities; (g) MAST; (h) the Prepetition Inc. Agent; (i) the Second Lien Exit Agent, the agent under the Working Capital Facility, and each arranger and book runner of the Second Lien Exit Facility and the Working Capital Facility; (j) the holder of Reorganized LightSquared Inc. Exit Facility and each agent, arranger, and book runner of the Reorganized LightSquared Inc. Exit Facility; (k) each Holder of an Allowed Prepetition Facility Claim that votes to accept, or is deemed to accept, the Plan (in each case, other than any SPSO Party); (l) the Prepetition LP Agent; (m) the LP Group, (n) each Holder of Allowed Existing Inc. Preferred Stock that votes to accept, or is deemed to accept, the Plan; (o) each Holder of Allowed Existing LP Preferred Units that votes to accept, or is deemed to accept, the Plan; (p) the JPM Investment Parties; and (q) each of the foregoing Entities’ respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, members (including ex-officio members), officers, directors, principals, managers, trustees, employees, partners, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives (in each case, in his, her, or its capacity as such). Notwithstanding anything contained in the Plan, the Confirmation Order, or any Plan Document, in no instance shall any SPSO Party be, or be deemed to be, a Released Party.

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

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

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

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

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

256. **“Reorganized LightSquared Inc.”** means LightSquared Inc., as reorganized under, and pursuant to, the Plan, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

257. **"Reorganized LightSquared Inc. Common Shares"** means those certain common shares issued by Reorganized LightSquared Inc. in connection with, and subject to, the Plan and the Confirmation Order.

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

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

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

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

262. **"RICO Action"** means that certain cause of action captioned *Harbinger Capital Partners LLC, HGW US Holding Company LP, Blue Line DZM Corp., and Harbinger Capital Partners SP, LLC v. Charles W. Ergen, Dish Network Corporation, L-Band Acquisition LLC, SP Special Opportunities LLC, Special Opportunities Holdings LLC, Sound Point Capital Management LP, and Stephen Ketchum*, No. 14-01907 (D. Co. July 8, 2014).

263. **"Schedule of Assumed Agreements"** means the schedule of certain Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, by the Debtors pursuant to the Plan, including any Cure Costs related thereto (as the same may be amended, modified, or supplemented from time to time with the consent of each New Investor and the Debtors).

264. **"Schedule of Retained Causes of Action"** means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan or otherwise (as the same may be amended, modified, or supplemented from time to time with the consent of each New Investor and the Debtors).

265. **"Schedules"** means the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules (as they may be amended, modified, or supplemented from time to time).

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

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

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

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

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

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

272. **"Secured"** means, when referring to a Claim, (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code as determined pursuant to section 506(a) of the Bankruptcy Code, or (b) Allowed pursuant to the Plan as a Secured Claim.

273. **"Securities Act"** means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect and hereafter amended, or any similar federal, state, or local law.

274. **"Securities Exchange Act"** means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a-78nn, as now in effect and hereafter amended, or any similar federal, state, or local law.

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

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

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

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

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

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

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

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

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

284. **“Standing Motion”** means that certain *Motion of the Ad Hoc Secured Group of LightSquared LP Lenders for Entry of an Order Granting Leave, Standing and Authority To Commence, Prosecute and/or Settle Certain Claims of the Debtors’ Estates* [Docket No. 323].

285. **“Standing Motion Stipulation”** means the *Stipulation and Order Resolving the Motion of the Ad Hoc Secured Group of LightSquared LP Lenders for Entry of an Order Granting Leave, Standing and Authority To Commence, Prosecute and/or Settle Certain Claims of the Debtors’ Estates [Docket No. 323] Solely with Respect to the Prepetition Inc. Facility Non-Subordinated Claims* [Docket No. 2054].

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

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

288. **“Unexpired Lease”** means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code, or may be amended by mutual agreement of the parties thereto.

289. **“Unimpaired”** means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

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

291. **“U.S. Trustee Fees”** means fees arising under section 1930(a)(6) of the Judicial Code and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

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

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

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

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

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

B. Rules of Interpretation

The following rules for interpretation and construction shall apply to the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall