CONFIDENTIAL, SUBJECT TO JOINT INTERESTS
SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE

December 31, 2013

CONFIDENTIAL

LightSquared Inc.
One Dot Six Corp.
10802 Parkridge Boulevard
Reston, VA 20191

Commitment for $285,000,000 Secured Super Priority Debtor in Possession Facility

Ladies and Gentlemen:

LightSquared Inc., a Delaware corporation (the "Parent"), and certain of its affiliates, filed on May 14, 2012 voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Each of the Parent and such affiliates (collectively, the "Debtors") has continued to operate its business as a debtor and debtor in possession during its Chapter 11 case (the "Bankruptcy Cases").

We understand that in connection with, but prior to, the effectiveness of the Debtors' Revised Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code dated December 31, 2013, as the same may be further amended as permitted hereunder (the "Plan of Reorganization"), proposed by the Parent and the other Debtors under the Bankruptcy Cases, but after entry of the Confirmation Order (as defined in the DIP Summary of Terms (as defined below)), the Parent and One Dot Six Corp., a Delaware corporation ("ODS" and, together with the Parent, collectively, as debtors and debtors in possession, being referred to herein, each individually as a "Borrower" and collectively as the "Borrowers") are requesting $285,000,000 of senior secured superpriority debtor in possession term loan financing (the "DIP Facility") under Sections 364(c)(1), (2) and (3) of the Bankruptcy Code, the proceeds of which will be used, among other things as further described herein, to repay in full the existing indebtedness under that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement dated as of July 19, 2012, by and among ODS, as a borrower, and the Parent, One Dot Four Corp., a Delaware corporation, and One Dot Six TVCC Corp., a Delaware corporation, as guarantors, U.S. Bank National Association, as administrative agent and collateral agent, and certain lenders parties thereto, pursuant to which such lenders have provided ODS with loans in an aggregate original principal amount of $46,400,000.

The DIP Facility will be guarantied by certain of the Parent's subsidiaries (in such capacity, individually, a "Guarantor" and collectively, the "Guarantors") as further described in the DIP Summary of Terms.

Based on the above understanding and the information you have provided us to date, each of the lenders (each, a "Commitment Party" and, collectively, the "Commitment Parties") identified on Schedule I hereto hereby commits to lend the amounts in respect of the DIP Facility set forth on Schedule I hereto opposite the name of such Commitment Party under the heading "Commitment Amount" (each, a "Commitment" and, collectively, the "Commitments"), subject to the terms and conditions of this letter and the Summary of Terms and Conditions attached hereto as Exhibit A (the "DIP Summary of Terms" and collectively with this letter, the "Commitment Letter"; capitalized terms used but not defined herein have the meanings assigned to them in the DIP Summary of Terms).

You agree that U.S. Bank National Association or such other institution reasonably acceptable to the parties hereto (in such capacity, the "Agent") will act as administrative agent for the DIP Facility.

Melody Capital Advisors, LLC is pleased to act, subject to and as provided in the DIP Summary of Terms and the Fee Letter (as defined below), as the sole lead arranger for the DIP Facility (the "Lead Arranger"). The compensation for the Commitment Parties' agreements in connection with DIP Facility is described in the DIP Summary of Terms and that certain letter agreement among the Commitment Parties and/or their affiliates and you dated as of the date hereof (the "Fee Letter"), and you agree to pay the compensation described in the DIP Summary of Terms and the Fee Letter in accordance with the terms thereof. You further agree that, effective upon your acceptance of this Commitment Letter and continuing through January 31, 2014, you shall not initiate, entertain, or enter into any discussions in respect of, or solicit any other lender, arranger, investor, investment bank, financial institution, person or entity to provide, structure, arrange or syndicate the DIP Facility, any financing intended to replace the DIP Facility, any other debtor-in-possession financing in connection with the Plan of Reorganization (other than the debtor-in-possession financing in connection with the Alternate Inc. Debtors Plan (as defined in the Plan of Reorganization)) or any of the equity or debt funding to replace the equity funding to be provided pursuant to that certain commitment letter dated December 31, 2013, providing for the New Equity Contribution.

Each Commitment Party's commitments and agreements hereunder are subject to (i) the terms and conditions set forth herein; (ii) your payment of all of the fees and expenses that are provided for in, and the other terms of, this Commitment Letter and the Fee Letter; (iii) your compliance in all material respects with your obligation to supplement Information (as defined below) as set forth herein; and (iv) your compliance in all material respects with the terms of this Commitment Letter and the Fee Letter. In addition, you agree to take all necessary actions to comply in all material respects with all applicable provisions of stipulations and settlements approved by the Bankruptcy Court or the Canadian Court.

In addition, each Commitment Party's commitments and agreements hereunder are subject to (i) the terms and conditions set forth in the DIP Summary of Terms under the headings "Conditions of Effectiveness and Extension of Credit" and "Conditions of Each Withdrawal of Funds from Collateral Account" and (ii) the Lead Arranger's and DIP Lenders' holding greater than 50% of the outstanding amount of the Commitments (together with the Lead Arranger, the "Required DIP Lenders") reasonable satisfaction with the approval by the Bankruptcy Court or the Canadian Court (or such other applicable court with jurisdiction) (all such approvals to be evidenced by the entry no later than January 28, 2014 (or January 31, 2014, in the case of the Canadian Court or, if as of January 28, 2014, the Bankruptcy Court has completed hearings on the Plan of Reorganization and has taken the matter under advisement, on or before February 3, 2015 or February 7, 2014, in the case of the Canadian Court) of one or more orders of the Bankruptcy Court or the Canadian Court (or such other court) reasonably satisfactory in form and substance to the Required DIP Lenders, which orders shall be in full force and effect and shall not be stayed or modified (except for modifications not adverse to the Lead Arranger and/or the Commitment Parties)) of (x) the DIP Facility, including without limitation, the superpriority administrative expense priority of (subject to the provision regarding the LightSquared LP and Parent Section 507(b) Claims noted in the DIP Summary of Terms), and the liens to be granted to secure, the DIP Facility and all definitive documentation in connection therewith as further described in the DIP Summary of Terms, (y) all actions to be taken, undertakings to be made and obligations to be incurred by the Obligors in connection with the DIP Facility and all liens or other security to be granted by the Obligors in connection with the DIP Facility and (z) the payment by the Obligors of all of the fees that are provided for in, and the other terms of, this Commitment Letter and the Fee Letter (it being understood that payment of such fees shall be conditioned on the Bankruptcy Court's entry of the DIP Order).

You hereby represent and warrant that (i) all information, other than the Projections (as defined below), other forward looking information and information of a general economic or industry specific nature (the "Information"), that has been or will be made available to us by you, your affiliates or any of your or their representatives in connection with the transactions contemplated hereby, when taken as a whole, does not

or will not, when furnished to us, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements thereto) and (ii) the financial projections and other forward-looking information (the "Projections") that have been or will be made available to us by you, your affiliates or any of your or their representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished to us. It is understood and agreed that (a) the Projections are as to future events and are not to be viewed as facts, (b) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, (c) no assurance can be given that any particular Projection will be realized and (d) actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the DIP Closing Date, you become aware that any of the representations in the preceding sentence, if the same was remade, would be incorrect in any material respect, then you will promptly supplement the Information and the Projections so that such representations when remade would be correct, in all material respects, under those circumstances.

By signing this Commitment Letter, the parties hereto acknowledge that this Commitment Letter and the Fee Letter, taken together, supersede any and all discussions and understandings, written or oral, between or among the Lead Arranger, the Commitment Parties and the Obligors as to the subject matter hereof. No amendments, waivers or modifications of this Commitment Letter or any of its contents shall be effective unless expressly set forth in writing and executed by the Commitment Parties and you (and, to the extent affecting the Agent, the Agent).

You agree (i) to indemnify and hold harmless the Commitment Parties, the DIP Lenders, the Agent, the Lead Arranger, their respective affiliates and their and their respective affiliates' respective directors, officers, employees, advisors, agents and other representatives (each, an "Indemnified Person") from and against any and all losses, claims, damages and liabilities to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the Fee Letter, the DIP Facility, the use of the proceeds thereof or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse promptly each Indemnified Person upon demand for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or otherwise related to a Proceeding, provided that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they (a) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Person or (b) result from a claim brought by any Obligor against an Indemnified Person for breach in bad faith of such Indemnified Person's obligations hereunder or under any other documentation in respect of the DIP Facility, if such Obligor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, and (ii) subject to the Bankruptcy Court's entry of the DIP Order, to reimburse each Commitment Party, the Agent, the Lead Arranger, and their respective affiliates on a monthly basis promptly, and in any event within ten (10) days after your receipt of an invoice therefor (and on the DIP Closing Date (to the extent an invoice therefor is received by the DIP Closing Date)), for all reasonable and documented out-of-pocket expenses (including legal expenses, due diligence expenses and applicable travel expenses), incurred in connection with the DIP Facility and any related documentation (including this Commitment Letter) or the administration, amendment, modification or waiver thereof. It is further agreed that each Commitment Party shall only have liability to you (as opposed to any other person) and that each Commitment Party shall be liable solely in respect of its own commitment to the DIP Facility on a several, and not joint, basis with any other Commitment Party. No Indemnified Person shall be liable

for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the gross negligence or willful misconduct of such Indemnified Person (or any of its control affiliates, directors, officers or employees). None of the Indemnified Persons or you or any of your affiliates or the respective directors, officers, employees, advisors, and agents of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the Fee Letter, the DIP Facility or the transactions contemplated hereby, provided that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth in this paragraph.

You further acknowledge that each Commitment Party (or an affiliate) may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of you, your affiliates and of other companies that may be the subject of, and/or affect, the transactions contemplated by this Commitment Letter. Each Commitment Party hereby acknowledges and agrees that it shall not take, and shall cause its affiliates not to take, any action in respect of any such position that would adversely affect the DIP Facility or the interests of any Commitment Party (or its affiliates) in respect thereof. In addition, each Commitment Party and its affiliates will not use confidential information obtained from you or your affiliates or on your or their behalf by virtue of the transactions contemplated hereby in connection with the performance by such Commitment Party and its affiliates of services for other companies or persons and the Commitment Party and its affiliates will not furnish any such information to any of their other customers. You also acknowledge that the Commitment Parties and their respective affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons.

You further acknowledge and agree that this Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor any Fee Letter nor any of their terms or substance, nor the activities of the Commitment Parties, the Agent or the Lead Arranger pursuant hereto, shall be disclosed, directly or indirectly, to any other person except that such existence and contents may be disclosed (a) to you and your officers, directors, employees, attorneys, accountants and professional advisors on a confidential and "need-to-know" basis; provided, that they are informed of and agree to the confidentiality provisions set forth herein or therein or (b) as required in connection with the Bankruptcy Cases or the recognition proceedings with respect to the Bankruptcy Cases in the Canadian Court, by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof).

You further acknowledge and agree that (i) no fiduciary, advisory or agency relationship between or among you and the Lead Arranger and/or the Commitment Parties is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether the Lead Arranger or any of the Commitment Parties have advised or are advising you on other matters, (ii) the Lead Arranger and the Commitment Parties, on the one hand, and you, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty to you or your affiliates on the part of the Lead Arranger or the Commitment Parties, (iii) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (iv) you have been advised that the Lead Arranger and the Commitment Parties are engaged in a broad range of transactions that may involve interests that differ from your interests and that the Lead Arranger and the Commitment Parties have no obligation to disclose such interests and transactions to you, (v) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (vi) the Lead Arranger and each Commitment Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity and

(vii) none of the Commitment Parties nor the Lead Arranger has any obligation or duty (including any implied duty) to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by the Lead Arranger or such Commitment Party and you or any such affiliate.

This Commitment Letter and the Fee Letter shall not be assignable by you without the prior written consent of the Lead Arranger and each Commitment Party (and any purported assignment without such consent shall be null and void). This Commitment Letter is intended to be solely for the benefit of the parties hereto and the Indemnified Persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons to the extent expressly set forth herein. The Commitment Parties reserve the right to employ the services of their affiliates in providing services contemplated hereby, and to satisfy their obligations hereunder through, or assign their rights and obligations hereunder to, one or more of its affiliates, separate accounts within its control or investments funds under its or its affiliates' management (collectively, "Commitment Party Affiliates") and to allocate, in whole or in part, to their affiliates certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their affiliates may agree in their sole discretion; provided that, unless otherwise agreed by you in writing, no assignment to a Commitment Party Affiliate shall relieve the Commitment Parties of their obligations hereunder. For the avoidance of doubt, nothing herein shall restrict Melody Business Finance, LLC's ("Melody") ability to assign or grant a participation in all or any portion of its commitments, rights and obligations hereunder to any other institution or investor (subject to receipt of any necessary consents provided for herein or in the DIP Summary of Terms); provided that any such assignee shall assume in writing the applicable portion of Melody's commitments, rights and obligations hereunder.

EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING UNDER THIS COMMITMENT LETTER, ANY OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS THAT MAY BE EXECUTED AND DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING HERETO OR ANY OTHER LOAN DOCUMENT, OR ANY OF THE OBLIGATIONS, SHALL BE BROUGHT IN THE BANKRUPTCY COURT OR (SUBJECT TO THE ENTRY OF AN APPROPRIATE ORDER BY THE BANKRUPTCY COURT) IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. Each party hereto expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waives any objection which such party may have based upon lack of personal jurisdiction, improper venue or inconvenient forum.

This Commitment Letter is governed by and shall be construed in accordance with the laws of the State of New York applicable to contracts made and performed in that state and the Bankruptcy Code, to the extent applicable.

The provisions of this Commitment Letter pertaining to (i) indemnification of the Commitment Parties, the DIP Lenders, the Lead Arranger and the Agent by you, (ii) waivers of certain rights by you, Agent, the Lead Arranger and/or Commitment Parties, and (iii) the reimbursement of costs and expenses pertaining to this Commitment Letter and the transactions contemplated hereby shall remain in full force and effect regardless of whether any definitive documentation for the DIP Facility shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any undertaking of the Lead Arranger or any Commitment Party hereunder.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Obligors, which information includes names, addresses, tax identification numbers and other information that will allow such Commitment Party to identify the Obligors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Commitment Parties.

You hereby acknowledge and agree that the commitments in respect of the DIP Facility are subject to (among other things) the Borrowers seeking the Bankruptcy Court's approval of the DIP Facility by filing a motion for such approval no later than January 14, 2014, which motion also shall provide for filing the Fee Letter under seal. The commitment and agreements of the Commitment Parties hereunder in respect of the DIP Facility shall expire at 11:59 p.m. (New York City time) on January 31, 2014 or if as of January 28, 2014, the Bankruptcy Court has completed hearings on the Plan of Reorganization and has taken the matter under advisement, on or before February 5, 2014, unless, prior to that time, the DIP Closing Date shall have occurred.

This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof.

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We look forward to continuing to work with you toward completing this transaction.

Sincerely,

MELODY CAPITAL ADVISORS, LLC

By:_____
Name:
Title:

MELODY BUSINESS FINANCE, LLC

By:_____
Name:
Title:

CENTAURUS CAPITAL LP

By: Centaurus Holdings LLC, its general partner

By:_____

Name: John D. Arnold
Title: Manager

SPECIAL VALUE OPPORTUNITIES FUND, LLC
TENNENBAUM OPPORTUNITIES PARTNERS V, LP
TENNENBAUM OPPORTUNITIES FUND VI, LLC

On behalf of each of the above entities:

By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____
Michael Leitner, Managing Partner

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

LIGHTSQUARED INC., as Debtor and Debtor in Possession

By:_____
Name:
Title:

ONE DOT SIX CORP., as Debtor and Debtor in Possession

By:_____
Name:
Title:

SCHEDULE I - COMMITMENT PARTY COMMITMENTS

Commitment Party	Commitment Amount
Melody Business Finance LLC	$199,500,000.00
Special Value Opportunities Fund, LLC	$9,012,987.01
Tennenbaum Opportunities Partners V, LP	$31,545,454.55
Tennenbaum Opportunities Fund VI, LLC	$22,532,467.53
Centaurus Capital LP	$22,409,090.91
Total:	$285,000,000.00

EXHIBIT A
DIP SUMMARY OF TERMS
(attached)

CONFIDENTIAL, SUBJECT TO JOINT INTERESTS
SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE

LIGHTSQUARED INC.
and Certain Subsidiaries

SUMMARY OF TERMS AND CONDITIONS
$285,000,000 SECURED SUPER PRIORITY DEBTOR IN POSSESSION
FACILITY

Borrowers: One Dot Six Corp., a Delaware corporation (the "Original Borrower"), and LightSquared Inc., a Delaware corporation ("Inc."), jointly and severally, as debtors and debtors in possession in cases filed under Chapter 11 of the Bankruptcy Code (individually, and collectively with any cases filed under Chapter 11 of the Bankruptcy Code for the Guarantors, the "Chapter 11 Case") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") which have been recognized as foreign main proceedings by Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") pursuant to Part IV of the Companies' Creditors Arrangement Act (Canada).

Guarantors: Each of the direct and indirect subsidiaries of Inc. that are debtors and debtors in possession in the Chapter 11 Case shall guaranty the obligations under the DIP Facility (as defined below) and each of the Borrowers will guaranty the obligations of the other Borrowers. The Guarantors and the Borrowers, collectively, are hereinafter referred to as the "Obligors"). Notwithstanding the foregoing, the guaranty of the obligations of the Borrowers by LightSquared LP, a Delaware limited partnership ("LP"), and any of the guarantors under the Prepetition LP Credit Agreement (as defined below), other than Inc. (collectively, the "LP Obligors"), shall be limited to the amount of proceeds of the Loans (as defined below) received by Inc. and distributed to LP and/or such other LP Obligors (and interest thereon and proportional share of fees associated therewith).

Administrative Agent and Collateral Agent: U.S. Bank National Association or such other institution reasonably acceptable to the parties to the Commitment Letter (the "Agent") shall act as Administrative Agent and Collateral Agent for the DIP Facility.

Lead Arranger: Melody Capital Advisors, LLC and/or any of its affiliates (the "Lead Arranger").

Credit Facility: A secured super priority senior term loan facility in the aggregate amount of $285,000,000 ("DIP Facility"). The DIP Facility shall be secured as described below and will be provided by the DIP Lenders (as defined below). For the avoidance of doubt, the DIP Lenders agree that the super priority administrative claims of the DIP Facility shall be junior to the LP and Inc. Section 507(b) Claims, as defined in and in accordance with the existing cash collateral order. The loans under the DIP Facility (the

"Loans") shall be funded in a single draw on the DIP Closing Date (as defined below), and all proceeds thereof not used on the DIP Closing Date to refinance the Existing DIP Facility (as defined below) or to pay fees and expenses in connection with the DIP Facility shall be deposited into the Inc. Collateral Account (as defined below), to be made available, subject to the terms hereof, to the Borrowers in accordance with the DIP Budget (as defined below).

Existing DIP Facility: That certain Senior Secured Super-Priority Debtor in Possession Credit Agreement dated as of July 19, 2012, as amended and in effect on the date hereof, among the Original Borrower, the guarantors party thereto, the lenders party thereto and U.S. Bank National Association, as administrative and collateral agent (the "Existing DIP Facility"). The Existing DIP Facility was approved by the Bankruptcy Court pursuant to a final order entered July 17, 2012, as amended (the "Existing DIP Order").

Prepetition Credit Facilities: The credit facilities under (a) that certain Credit Agreement dated as of July 1, 2011 by and among Inc., the guarantors party thereto (together with Inc., the "Prepetition Inc. Loan Parties"), the lenders party thereto and UBS AG, Stamford Branch (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Inc. Credit Agreement") and (b) that certain Credit Agreement dated as of October 1, 2010 by and among LP, Inc., the other guarantors party thereto, the lenders party thereto and UBS AG, Stamford Branch (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition LP Credit Agreement" and, together with the Prepetition Inc. Credit Agreement, collectively, the "Prepetition Credit Facilities").

DIP Lenders: Melody Business Finance, LLC (or its designees) and such other lenders as may become party to the DIP Facility from time to time (the "DIP Lenders").

Use of Proceeds: The Loans shall be used to refinance in full the Existing DIP Facility upon and subject to confirmation of the Debtors' Revised Second Amended Joint Plan Pursuant to Chapter 11 of Bankruptcy Code dated December 31, 2013 ("Plan of Reorganization"), to pay expenses in connection with the DIP Facility, to finance capital expenditures in accordance with the Capital Expenditure Covenant (as defined below), to finance restructuring costs (including, for the avoidance of doubt, adequate protection payments to the lenders under the Prepetition Credit Facilities at the direction of the Debtors) in accordance with the Restructuring Costs Covenant (as defined below), and to finance operating expenses in accordance with the DIP Budget provided by the Borrowers and delivered to the DIP Lenders prior to the date of the Commitment Letter, which DIP Budget shall (a) be tested over a rolling two-month period and (b) provide for withdrawals from the Collateral Accounts (as defined below) to finance operating expenses for the purposes and in the amounts described therein, subject to a 15% variance cushion. The DIP Budget shall not be amended, supplemented or otherwise modified (other than such 15% variance cushion) (i) in a

manner adverse to the DIP Lenders without the approval of the Lead Arranger and the Required DIP Lenders or (ii) to provide that the allocation of proceeds of the Loans to be distributed to Inc. exceeds the amount allocated to Inc. as initially budgeted without the approval of the Lead Arranger and the Required DIP Lenders ("DIP Budget").

Mandatory Prepayments; Optional Prepayments: Mandatory prepayments shall be required to be made from net proceeds received by any of the Loan Parties from asset dispositions (after satisfaction of any prior debt secured by such assets and any remaining amounts payable to the manufacturer of such assets), equity issuances that result in a change of control, casualty and condemnation recoveries (subject to reinvestment rights to be agreed).

The Borrowers may optionally prepay any amount of the DIP Facility on any interest payment date with three business days' notice.

All prepayments (whether mandatory or voluntary) shall be subject to a full make-whole premium.

DIP Closing Date: The closing of the DIP Facility will occur upon the entry of the Orders (as defined below) that have not been stayed and satisfaction of the other conditions to closing set forth herein and in the Commitment Letter, but in any event not later than January 31, 2014 or if as of January 31, 2014, the Bankruptcy Court has completed hearings on the Plan of Reorganization and has taken the matter under advisement, on or before February 5, 2014.

Maturity: That date which is the earlier of (a) December 31, 2014 and (b) the effective date of a plan of reorganization in the Chapter 11 Case (such earlier date, "Maturity"). All amounts outstanding under the DIP Facility shall be due and payable in full in cash at Maturity.

Security: Subject to the Carve Out (as defined below), all borrowings and all other obligations under the DIP Facility will be entitled to (a) super priority claim status pursuant to §364(c)(1) of the Bankruptcy Code (subject to the provision regarding the LP and Inc. Section 507(b) Claims noted above), and (b) (i) a first priority perfected security interest (subject to pre-existing validly perfected liens having priority) pursuant to §364(c)(2) of the Bankruptcy Code in all presently owned and hereafter acquired unencumbered assets (whether currently or hereafter unencumbered) of all Obligors (in each case, to secure the obligations of such Obligors) (including, without limitation and for the avoidance of doubt, (1) equity interests, (2) cash, (3) network equipment, (4) contract rights, (5) any communications licenses (to the maximum extent permitted by law) and the proceeds of and right to receive proceeds from any communications licenses, and (6) any rights, claims or proceeds of claims in any litigation, which, solely in the case of Chapter 5 actions, shall be subject to the preexisting rights of other creditors in accordance with existing Bankruptcy Court orders), and (ii) a junior security interest pursuant to §364(c)(3) of the Bankruptcy Code in encumbered assets of

each of the Obligors (in each case, to secure the obligations of such Obligors) (such assets described in clauses (i) and (ii) being referred to herein as the "Collateral"), provided, that to the extent such junior security interest relates to assets securing the Prepetition Inc. Credit Agreement, the DIP Obligations will rank senior to the portion of such obligations consisting of a junior tranche currently held by Harbinger and/or its affiliates.

The term "Carve Out" shall have the same meaning as in the Existing DIP Order.

DIP Facility Funding and Cash Collateral Account: Amounts drawn under the DIP Facility that are not used on the DIP Closing Date to repay existing indebtedness under the Existing DIP Facility or to pay other costs and expenses related to the transactions contemplated hereunder to occur on the DIP Closing Date shall be funded into a controlled pledged collateral account with the Agent or such other depositary bank to be mutually agreed (the "Inc. Collateral Account") from which amounts to be made available to LP Obligors may be funded into a controlled pledged collateral account with the Agent or such other depositary bank to be mutually agreed (the "LP Collateral Account", and collectively with the Inc. Collateral Account, the "Collateral Accounts") and from each of which (in the absence of an Event of Default) the applicable Borrowers may, subject to the terms hereof, on a monthly basis (or more frequently if so requested) draw (a) for purposes of operating expenses, solely in accordance with the DIP Budget, subject to the agreed variance and other agreed exclusions, (b) for purposes of making capital expenditures, solely in accordance with the Capital Expenditure Covenant or (c) for purposes of restructuring costs, solely in accordance with the Restructuring Costs Covenant. The Collateral Accounts shall be subject to a first priority security interest in favor of the Agent for the benefit of the Lead Arranger and the DIP Lenders.

Interest Rates and Fees: As set forth in Addendum I.

Documentation: The DIP Facility will be evidenced by a Senior Secured Super-Priority Debtor in Possession Credit Agreement and other related documents which will contain customary representations and warranties, conditions precedent, covenants, events of default and other provisions appropriate for transactions of this size, type and purpose, subject to materiality thresholds and exceptions as is reasonable and customary and are mutually agreed, and shall be acceptable to the Lead Arranger, the DIP Lenders and the Obligors in all respects.

Financial Covenants: Compliance with DIP Budget, subject to permitted variance. Maximum capital expenditures to be agreed (the "Capital Expenditure Covenant"). Maximum restructuring costs to be agreed (the "Restructuring Costs Covenant").

Other Covenants: Other affirmative and negative covenants (subject to materiality thresholds and exceptions as mutually agreed) to include, but not be limited to:

(a) Monthly status calls and updates relating to the Plan of Reorganization process, contemplated asset sales, assignments, allocations and other dispositions and the Chapter 11 Case generally, and other usual and customary financial reporting requirements generally consistent with those in the Existing DIP Facility, with such additional information as may be reasonably requested.

(b) Maintenance of properties and insurance (consistent with the Prepetition Credit Facilities); payment of taxes; compliance with laws, contracts and permits; preparation of and reporting as to DIP Budget; ERISA covenants.

(c) Limitations on indebtedness; guarantees; liens; negative pledges; investments; loans; equity issuances (subject to certain exceptions as may be mutually agreed); and mergers and acquisitions.

(d) Limitations on transactions with affiliates; all arrangements with affiliates shall be required to be documented and confirmed as to arm's length terms and no adverse change from existing arrangements with such affiliates.

(e) No dividends or distributions by Obligors (subject to exceptions to be mutually agreed, including a carve out to be agreed for distributions among Obligors).

(f) Except as otherwise agreed by the Required DIP Lenders, limitations on sales, assignments, allocations and other dispositions of assets of any of the Obligors (including, for the avoidance of doubt, equity interests and rights under the Cooperation Agreement), whether pursuant to section 363 of the Bankruptcy Code, a plan under section 1129 of the Bankruptcy Code or otherwise, subject to certain exceptions to be mutually agreed, except those in the ordinary course of business and those planned asset sales, assignments, allocations and other dispositions previously disclosed or required in furtherance of the satisfaction of the FCC Exit Condition (which may include, without limitation, spectrum-related transactions involving the FCC, NOAA and/or other federal agencies, and/or a commitment to the FCC to forgo use of certain L-Band spectrum frequencies on a terrestrial basis), it being understood that (i) the filing by any Obligor of a motion seeking to sell, assign, allocate or otherwise dispose of any Collateral (including rights under the Cooperation Agreement), other than pursuant to the Plan of Reorganization, or (ii) any Obligor's consent to a motion seeking

relief from the automatic stay with respect to any Collateral, shall result in an immediate Event of Default.

(g) The DIP Lenders shall have the right to visit and inspect any of the Obligors' properties, including their respective books and records, at reasonable times and upon reasonable notice during normal business hours, and to discuss their respective business affairs with the Obligors' management and may contact the Obligors' advisors; Obligors' management and advisors to cooperate with the Agent and DIP Lenders and their advisors.

(h) Borrowers and their subsidiaries shall not modify, terminate or withdraw the following pending license modifications, applications, or petitions for rulemaking with the FCC, or advocate for or consent to a modification, termination or withdrawal of those matters without the prior consent of the Required DIP Lenders, provided Borrowers and their subsidiaries may modify any such pending application, license modification or petition in furtherance of the satisfaction of the FCC Exit Condition (as defined in the Plan of Reorganization) that does not modify any other of the following pending applications, license modifications, or petitions: IBFS File No. SAT-MOD-20101118-00239; IB Docket No. 11-109; IB Docket No. 12-340; RM-11683; RM-11681.

(i) Borrowers and their subsidiaries shall diligently prosecute the following pending license modifications, applications, and petitions for rulemaking with the FCC and shall not advocate for or consent to a modification, termination or withdrawal of those matters, nor file for any new license modifications, applications, or petitions for rulemaking with the FCC without the prior consent of the Required DIP Lenders, provided Borrowers and their subsidiaries may modify or file any application, license or petition either (i) in furtherance of the satisfaction of the FCC Exit Condition that does not modify any other of the following pending applications, license modifications, or petitions: IBFS File No. SAT-MOD-20101118-00239; IB Docket No. 11-109; IB Docket No. 12-340; RM-11683; RM-11681, or (ii) unrelated to the satisfaction of the FCC Exit Condition.

(j) No Borrower, nor any of its subsidiaries, shall, either individually or jointly, (i) reject, terminate, modify or assume that certain Amended and Restated Cooperation Agreement, dated as of August 6, 2010, by and among Inc., LP, SkyTerra (Canada) Inc., and Inmarsat Global Limited ("Inmarsat"), inclusive of all schedules, exhibits, amendments, supplements or other modifications thereto and any other agreements that may exist by and among any of the Obligors and Inmarsat (collectively, the "Cooperation Agreement") or (ii) enter into any agreement or arrangement of any nature to sell, assign, allocate value and/or liabilities or otherwise dispose of, or agree to sell,

assign, allocate value and/or liabilities or otherwise dispose of, any of their rights and/or obligations under the Cooperation Agreement, in the case of either clause (i) or (ii) above without the prior consent of the DIP Lenders or, in the case of an assumption, the Required DIP Lenders; provided that, at the Required DIP Lenders' request, the applicable Borrowers and/or the applicable subsidiaries promptly shall seek the Bankruptcy Court's approval, pursuant to an order in form and substance reasonably satisfactory to the Required DIP Lenders, of the applicable Borrowers' and their applicable subsidiaries' assumption of the Cooperation Agreement (the "Cooperation Agreement Order").

(k) Borrowers and their subsidiaries shall not reject, assume, terminate or modify any contracts with Boeing in any manner adverse to the DIP Lenders without the prior consent of the Required DIP Lenders; provided that if the contract with Boeing is assigned by the applicable Obligor and assumed by a third party, the net proceeds from such assignment and assumption shall be deposited into a controlled collateral account pledged in favor of (i) the lenders under the Prepetition LP Credit Agreement on a first lien basis and (ii) the DIP Lenders on a second lien basis.

(l) Other covenants to be determined as mutually agreed.

Events of Default: Usual and customary for facilities of this type (subject to grace periods and thresholds to be agreed), including but not limited to:

(a) Failure to pay interest, principal, or fees when due; any representation or warranty found to be materially incorrect when made or requested; breach of any affirmative, negative or financial covenant; any post-petition judgment in excess of an amount to be agreed or which would operate to divest any of the Obligors of any material assets; any of the Obligors being enjoined from conducting business as presently conducted; material uninsured damage to or loss of assets; failure to comply with the DIP Budget within agreed variances; conversion of the Chapter 11 Case of an Obligor with material assets to a case under Chapter 7 of the Bankruptcy Code; the dismissal of the Chapter 11 Case of an Obligor with material assets; the appointment in the Chapter 11 Case of an Obligor with material assets of a Chapter 11 trustee or an examiner with enlarged powers (relating to the operation of the business); the grant of any super priority administrative expense claim or any lien which is pari passu with or senior to those of the Agent and the DIP Lenders (other than those outstanding on the DIP Closing Date); any payment of pre-petition debt (other than pre-petition trade debt and employee claims, payments of prepetition claims authorized by Bankruptcy Court order in the first day orders, payments authorized by the DIP Order on account of Prepetition Inc. Obligations and Prepetition LP Obligations (each as defined in the DIP Order), or payments subsequently approved by the Lead Arranger); the Bankruptcy Court's

entry of an order granting relief from the automatic stay to permit foreclosure of security interests in assets of any Obligor of a value in excess of an amount to be agreed; any reversal, revocation or modification in a manner adverse (or, in the case of any order other than any Order or the Cooperation Agreement Order (if any), in a manner materially adverse) to the DIP Lenders without the consent of the Lead Arranger and DIP Lenders holding greater than 50% of the outstanding amount of the DIP Loans (together with the Lead Arranger, the "Required DIP Lenders") of any Order, the Cooperation Agreement Order (if any) or any other order of the Bankruptcy Court with respect to the Chapter 11 Case and affecting the DIP Facility,

(b) Except as otherwise agreed by the DIP Lenders, OP LLC fails to obtain FCC approval of any timely-filed license renewal application for the 1670-1675 MHz band,

(c) Except as otherwise agreed by the DIP Lenders, (i) any Obligor shall amend or otherwise modify, or withdraw, the Plan of Reorganization so that such plan, (x) does not contain a provision for termination of the DIP Facility and payment in full in cash upon effectiveness of such plan of all obligations under the DIP Facility or (y) purports to impair the effectiveness of certain options in respect of Inc.'s common stock issued to the DIP Lenders and certain other parties, in accordance with their terms, (ii) Inc. or any of the other Obligors fails at any time to support the Plan of Reorganization, (iii) any of the Plan Support Parties, the Exit Agent, the Exit Lenders, or the Reorganized LightSquared Inc. Loan Holder (each as defined in the Plan of Reorganization) fails at any time to support the Plan of Reorganization, (iv) the commitment of the Exit Agent or any Exit Lender in respect of the Exit Financing (each as defined in the Plan of Reorganization) terminates or is withdrawn, or (v) the commitment of Reorganized LightSquared Inc. Loan Holder in respect of the Reorganized LightSquared Inc. Loan (each as defined in the Plan of Reorganization) terminates or is withdrawn,

(d) Except as otherwise agreed by the DIP Lenders, or as provided in clause (f) of "Other Covenants" above, any Obligor (i) files a motion seeking to sell, assign, allocate or otherwise dispose of any Collateral other than pursuant to the Plan of Reorganization or (ii) consents to a motion seeking relief from the automatic stay with respect to any Collateral,

(e) Any provision of the Confirmation Order shall be stayed, reversed, modified or vacated by a determination of the Bankruptcy Court or any other court of competent jurisdiction, in each case, in a manner adverse to the DIP Lenders, including in their respective capacities as Plan Support Parties (as defined in the Plan of Reorganization), and

(f) Documentation will also include Events of Default similar to those in the Existing DIP Facility and Events of Default similar to those

in the Prepetition Credit Facilities relating to postpetition judgments, certain postpetition ERISA events, invalidity of Loan Documents, Change of Control (except in accordance with the Plan of Reorganization), perfection and priority of liens, Material Contracts and One Dot Six Lease (as defined in the Existing DIP Facility).

Remedies: In addition to other customary remedies, upon the occurrence of an Event of Default and following the giving of seven (7) business days' notice to the Borrowers, the Prepetition LP Agent (as defined in the DIP Order), the Prepetition Inc. Agent (as defined in the DIP Order), and the United States Trustee, the Agent shall have relief from the automatic stay and the Agent may foreclose on all or any portion of the Collateral, occupy the Obligors' premises, or otherwise exercise remedies against the Collateral permitted by, and in accordance with, applicable nonbankruptcy law. During such seven business day notice period, the Borrowers shall be entitled to an emergency hearing with the Bankruptcy Court for the sole purpose of contesting whether an Event of Default has occurred, and the Borrowers will have no right to seek to use proceeds from the Loans or any Collateral for any purpose except to meet payroll obligations and make other payments essential to the preservation of the debtors. Unless during such period the Bankruptcy Court determines that an Event of Default has not occurred, the automatic stay, as to the DIP Lenders and the Agent, shall be automatically terminated at the end of such notice period and without further notice or order. The DIP Order shall provide for the DIP Lenders', the Lead Arranger's and the Agent's rights to specific performance in connection with the Obligors' agreements and covenants herein and in the loan documentation, including, without limitation, the Obligors' agreements relating to the Cooperation Agreement, asset sales, assignments, allocations and other dispositions, and affiliate transactions.

Conditions of Effectiveness and Extension of Credit: The obligation to provide the initial extensions of credit under the DIP Facility shall be subject to the satisfaction (or waiver) of customary conditions, including, without limitation, the following conditions:

(a) Except as otherwise agreed by the Lead Arranger and the DIP Lenders, the Bankruptcy Court shall have entered (i) an enforceable order (the "DIP Order" which, at the discretion of the Required DIP Lenders, may be included in the Confirmation Order) in form and substance reasonably satisfactory to the Required DIP Lenders (including provisions limiting sales, assignments, allocations and other dispositions of any Obligor's assets solely to those in connection with the Plan of Reorganization) authorizing the transactions contemplated by the DIP Facility, the granting of superpriority claim status and the liens contemplated hereby and the funding of extensions of credit, and (ii) an order (the "Confirmation Order" and, together with the DIP Order, the "Orders") in form and substance reasonably satisfactory to the Required DIP Lenders confirming

the Plan of Reorganization, and no Order shall have been reversed, modified (in a manner adverse to the Lead Arranger or the DIP Lenders), amended (in a manner adverse to the Lead Arranger or the DIP Lenders) or stayed.

(b) The Canadian Court shall have entered an order or orders in form and substance reasonably satisfactory to the DIP Lenders recognizing and giving full force and effect to the Orders and obligating SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc. and LightSquared Corp. to the terms thereof.

(c) Negotiation, execution and delivery of loan and guarantee documentation satisfactory to the Agent and the DIP Lenders containing representations and warranties, conditions, covenants and events of default referred to herein.

(d) Receipt by the Agent of reasonably satisfactory authorizing resolutions, legal opinions and other evidence of appropriate corporate authorization of the proposed transactions.

(e) There shall have occurred no material adverse change in (i) the business, condition, operations or assets of Inc. and its subsidiaries (taken as a whole) since the commitment date, (ii) the ability of any of the Obligors to perform when due their respective obligations under the loan documents, or (iii) the ability of the Agent or DIP Lenders to enforce the loan documents and the obligations of the Obligors thereunder.

(f) Receipt by the DIP Lenders and the Lead Arranger of the DIP Budget.

(g) Receipt by the DIP Lenders, the Lead Arranger and the Agent of all fees and expenses due and payable in connection with the transactions contemplated hereby.

(h) Receipt of evidence of receipt of any necessary third party consents and governmental authorizations.

(i) Inc. and the other Obligors shall have at all times supported the Plan of Reorganization.

(j) Inc. and/or the applicable Obligors or affiliates thereof shall have received binding commitments in respect of the full amount of the Exit Financing and the Reorganized LightSquared Inc. Loan and such commitments, and the terms and provisions in respect of such financing arrangements (including, for the avoidance of doubt, the aggregate principal amount of such financing arrangements and any flex provisions in respect thereof), shall be reasonably satisfactory to the Required DIP Lenders.

(k) Inc. and/or the applicable Obligors or affiliates thereof shall have received binding commitments in respect of the full amount of the New Equity Contribution (as defined in the Plan of Reorganization) and such commitments, and the terms and provisions in respect of such New Equity Contribution, shall be reasonably satisfactory to the Required DIP Lenders.

(l) Representations and warranties shall be true and correct in all material respects.

Conditions of Each Withdrawal of Funds From Collateral Accounts: Each extension of credit and each withdrawal shall be subject to the satisfaction of the following conditions:

(a) No default or event of default shall have occurred and be continuing;

(b) In the case of a withdrawal, receipt of a notice of withdrawal from the Borrowers, which notice shall include a certification from the Borrowers that the proceeds of such withdrawal shall be used (i) with respect to operating expenses, solely in accordance with the DIP Budget, subject to the agreed variance and other agreed exclusions, (ii) with respect to making capital expenditures, solely in accordance with the Capital Expenditure Covenant and (iii) with respect to paying restructuring costs, solely in accordance with the Restructuring Costs Covenant; and

(c) No stipulation shall have been approved by the Bankruptcy Court and no order shall have been entered by the Bankruptcy Court in connection with the Chapter 11 Case that is adverse to the interests of the Lead Arranger and/or DIP Lenders as determined by the Required DIP Lenders in their sole and absolute discretion.

The request by the Borrowers for, and the acceptance by the Borrowers of, each withdrawal shall be deemed to be a representation and warranty by the Borrowers that the conditions specified above have been satisfied.

Assignments: Assignments or participations under the DIP Facility shall not be permitted except (a) assignments or participations by Melody Business Finance LLC, (b) in connection with the initial syndication thereof and as otherwise agreed by the Lead Arranger (and, except with respect to assignments among existing Lenders and participants, the Borrower, such consent not to be unreasonably withheld) and (c) any assignment or participation to an affiliate of a DIP Lender with the consent of the Lead Arranger (which consent shall not be unreasonably withheld). No assignments or participations will be permitted to competitors (to be defined).

Voting Rights: The consent of Required DIP Lenders shall be required for amendments and waivers, provided that (a) increases in a DIP Lender's commitment shall require consent of such DIP Lender, (b) increases in other DIP Lenders' commitments shall require Required DIP Lenders' consent, and (c) the following items, among others, shall require the consent of all DIP Lenders directly affected thereby (i) decreases in interest rates or fees (provided the waiver of default interest or a default or event of default shall not constitute a decrease in interest rate or fees) or forgiveness of principal; (ii) extensions in final maturity; (iii) release of all or substantially all of the collateral (other than permitted asset sales and use of cash collateral) or obligors; (iv) changes in the percentage constituting Required DIP Lenders or the terms of the voting rights provisions; and (v) amendment or waiver of any other provisions set forth herein that expressly require the consent or approval by all DIP Lenders. In addition, amendments, modifications or waivers of the provisions under the heading "Remedies" and changes to the DIP Order that affect remedies upon the occurrence of an Event of Default shall require the consent of the Lead Arranger and DIP Lenders holding greater than 90% of the commitments in respect of the DIP Facility as of the date of the Commitment Letter. The DIP Lenders shall have the right to allocate or reallocate all or any portion of their Loans and commitments into multiple tranches for voting purposes.

Indemnification: The Borrowers jointly and severally agree to indemnify and hold the Lead Arranger, the Agent, the DIP Lenders and their respective shareholders, directors, agents, officers, subsidiaries and affiliates harmless from and against any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of action, and reasonable costs and expenses incurred, suffered, sustained or required to be paid by an indemnified party by reason of or resulting from the DIP Facility, this term sheet, the transactions contemplated hereby or any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any of such indemnified persons is a party thereto, except to the extent resulting from the gross negligence or willful misconduct of the indemnified party. In all such litigation, or the preparation therefor, the Lead Arranger, the Agent and the DIP Lenders shall be entitled to select their own counsel and, in addition to the foregoing indemnity, the Borrowers jointly and severally agree to pay promptly the reasonable fees and expenses of such counsel. The same indemnification provisions shall apply to the DIP Facility.

Expenses: See Addendum I.

Governing Law: The State of New York.

ADDENDUM I
PRICING, FEES AND EXPENSES

Fees:	3.00% OID and 1.00% Commitment Fee.
Additional Interest:	4.00% Exit Additional Interest.
Interest Rates:	The Loans will bear interest at an annual rate equal to 14.00% plus LIBOR (with a floor of 2.00%). Each Loan shall have interest periods of 1 month. Accrued and unpaid interest shall be paid, at the Borrowers' election (a) in kind at the end of each interest period by adding such accrued and unpaid interest to the unpaid principal amount of the Loans such date (whereupon from and after any such date such additional amounts shall also accrue interest), so long as no Event of Default has occurred and is continuing, or (b) in cash on the last day of each interest period; provided, further, that accrued and unpaid interest shall be paid in cash on the Maturity and on the date of any repayment or prepayment (whether pursuant to a voluntary prepayment or mandatory prepayment, acceleration or otherwise) of Loans, with respect to the principal amount of the Loans being repaid or prepaid. A default rate shall apply on all obligations upon the occurrence of an Event of Default under the DIP Facility at a rate per annum of (a) 2.00% above the applicable interest rate for the first 60 days after an Event of Default occurs and is continuing and (b) 5.00% above the applicable interest rate after the first 60 days in which such Event of Default is continuing.
Calculation of Interest and Fees:	All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360 day year.
Taxes:	Customary for transactions and facilities of this type; payments free and clear of withholding or other taxes.
Expenses:	The Borrowers will pay all reasonable costs and expenses associated with the preparation, due diligence, administration, syndication and closing of all loan documentation, including, without limitation, collateral monitoring, appraisal, examination, financial advisory and other consultants' fees and expenses and the legal fees (including any such fees in connection with monitoring and participating in the Chapter 11 Case) of counsel to the Lead Arranger, the Agent, and counsel to the DIP Lenders; provided that the payment by the Borrowers of any such fees, expenses or other reimbursements shall be conditioned upon the Bankruptcy Court's entry of the DIP Order. The Borrowers will also pay the expenses of the Lead Arranger, the Agent, and each DIP Lender in connection with the enforcement of any loan documentation.

CONFIDENTIAL, SUBJECT TO JOINT INTERESTS
SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE

December 31, 2013

CONFIDENTIAL

LightSquared Inc.
One Dot Six Corp.
10802 Parkridge Boulevard
Reston, VA 20191

Commitment for $285,000,000 Secured Super Priority Debtor in Possession Facility

Ladies and Gentlemen:

Reference is made to the commitment letter, dated December 31, 2013 (including the exhibits and other attachments thereto, and as amended from time to time, the "Commitment Letter"), among Melody Capital Advisors, LLC, Melody Business Finance, LLC ("Melody") and the other lenders party thereto (together with Melody, the "Commitment Parties") and you. Terms used but not defined in this letter agreement (this "Fee Letter") have the meanings assigned thereto in the Commitment Letter. This letter agreement constitutes one of the Fee Letters as defined in the Commitment Letter.

In addition to any fees or other amounts payable to the Commitment Parties or any of their affiliates under the terms of the Commitment Letter or Fee Letters, as the case may be, as consideration for the Commitment Parties' agreements and commitments under the Commitment Letter, the following fees shall be payable to each Commitment Party, on a pro rata basis based on its Commitment, as applicable:

- A non-refundable commitment fee equal to [redacted] of the aggregate principal amount of the Commitments (the "Commitment Fee"), which Commitment Fee shall be fully earned on the date the DIP Order is entered by the Bankruptcy Court and shall be due and payable on the DIP Closing Date.

- A non-refundable upfront fee equal to [redacted] of the aggregate principal amount of the Commitments (the "Upfront Fee"), which Upfront Fee shall be fully earned and due and payable on the DIP Closing Date, and shall be paid in the form of original issue discount on the Loans.

Further, in connection with, and in consideration of the agreements contained in, the Commitment Letter, you agree to pay a non-refundable amount in respect of additional interest (the "Back-End Interest") equal to [redacted] of the aggregate outstanding amount of the obligations (including, without limitation, all accrued and unpaid interest) in respect of the DIP Facility calculated immediately prior to the occurrence of such repayment, prepayment or Maturity, as the case may be, that (a) are repaid or prepaid prior to Maturity (whether pursuant to a voluntary prepayment, mandatory prepayment or otherwise), or (b) are outstanding at Maturity. Such Back-End Interest shall be paid to the Agent for the account of the DIP Lenders on a pro rata basis on the date of each such repayment or prepayment or at Maturity, as the case may be.

You agree that, once paid, the fees or additional interest or any part thereof payable hereunder and under the Commitment Letter will not be refundable under any circumstances. All cash fees or additional interest payable hereunder and under the Commitment Letter will be paid in immediately available funds, shall not be subject to reduction by way of setoff or counterclaim

and shall be in addition to reimbursement of our expenses. Each Commitment Party agrees that the payment of the fees or additional interest set forth herein shall be conditioned upon the Bankruptcy Court's entry of the DIP Order.

You further agree that (i) you will not disclose this Fee Letter or the contents hereof other than as permitted by the Commitment Letter and (ii) except as otherwise provided in the Commitment Letter, your obligations under this Fee Letter shall survive the expiration or termination of the Commitment Letter and the funding of the DIP Facility.

It is understood that this Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only under the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. This Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York and, to the extent applicable, the Bankruptcy Code. This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Fee Letter.

[Remainder of this page intentionally left blank]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us.

Sincerely,

MELODY BUSINESS FINANCE, LLC

By:_____
Name:
Title:

SPECIAL VALUE OPPORTUNITIES FUND, LLC
TENNENBAUM OPPORTUNITIES PARTNERS V, LP
TENNENBAUM OPPORTUNITIES FUND VI, LLC

On behalf of each of the above entities:

By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____
Michael Leitner, Managing Partner

CENTAURUS CAPITAL LP

By: Centaurus Holdings LLC, its general partner

By: _____

Name: John D. Arnold
Title: Manager

Accepted and agreed to as of
the date first above written:

LIGHTSQUARED INC., as Debtor and Debtor in Possession

By:_____
Name:
Title:

ONE DOT SIX CORP., as Debtor and Debtor in Possession

By:_____
Name:
Title: