UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
LIGHTSQUARED INC., *et al.*,	)	Case No. 12-12080 (SCC)
Debtors.[7]	)	Jointly Administered

AMENDED AGREED FINAL ORDER (A) AUTHORIZING DEBTORS TO USE CASH COLLATERAL, (B) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES, AND (C) MODIFYING AUTOMATIC STAY

Upon the motion (the "Motion")[8] of LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, "LightSquared" or the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), seeking entry of an interim order and a final order, under sections 105, 361, 362, 363(c), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), *inter alia*:

(a) authorizing the use of Cash Collateral (within the meaning of section 363(a) of the Bankruptcy Code) of the Prepetition Secured Parties (as defined herein) and providing adequate protection to the Prepetition Secured Parties for any

[7] 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.

[8] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion or in the Montagner Declaration, as applicable.

diminution in value of their interests in the Prepetition Collateral, pursuant to sections 361, 362, and 363 of the Bankruptcy Code;

(b) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the Initial Cash Collateral Order (as defined below), as limited pursuant thereto;

(c) scheduling, pursuant to Bankruptcy Rule 4001, an interim hearing to consider the relief requested in the Motion on an interim basis; and

(d) scheduling, pursuant to Bankruptcy Rule 4001, a final hearing (the "Final Hearing") to consider the relief requested in the Motion on a final basis.

The Court having considered the Motion, the Declaration of Marc R. Montagner, Chief Financial Officer and Interim Co-Chief Operating Officer of LightSquared Inc., (A) in Support of First Day Pleadings and (B) Pursuant to Rule 1007-2 of Local Bankruptcy Rules for United States Bankruptcy Court for Southern District of New York, the exhibits and schedules attached thereto and the evidence submitted at the Final Hearing; and notice of the Final Hearing having been given in accordance with Bankruptcy Rules 4001(b) and (d) and 9014; and the Final Hearing to consider the relief requested in the Motion having been held and concluded; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and the Court having entered the *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. 136] (the "Initial Cash Collateral Order") on June 13, 2012 upon consent of LightSquared, the Ad Hoc Secured LP Group, and the Prepetition Secured Parties (each as defined below); and the Ad Hoc Secured LP Group having agreed to permit LightSquared to amend the Initial Cash Collateral Order to continue to use the Prepetition LP Lenders' Cash Collateral (as defined below) through and including December 31, 2013 on substantially similar terms as currently set forth in the Initial Cash Collateral Order (the "Amended Final Order") in connection with that certain *Order Pursuant to 11 U.S.C. § 1121(d)*

Further Extending LightSquared's Exclusive Periods To File a Plan of Reorganization and Solicit Acceptances Thereof [Docket No. [__]] (the "Second Exclusivity Extension Order"); and it appearing to the Court that entry of this Amended Final Order is fair and reasonable and in the best interests of the Debtors, their estates, and their stakeholders, and is essential for the continued operation of the Debtors' businesses; and adequate protection being provided on account of the interests in and liens on property of the estates on which liens are granted subject to the full reservations of rights set forth herein; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE CONSENT SET FORTH HEREIN OF THE PARTIES AND SUBJECT TO THE FULL RESERVATIONS OF RIGHTS, AND UPON THE RECORD ESTABLISHED AT THE FINAL HEARING BY THE DEBTORS, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Petition Date. On May 14, 2012 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the "Court").

B. Debtors in Possession. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

C. Jurisdiction/Venue. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over the Chapter 11 Cases and property affected hereby. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Committee Formation. As of the date hereof, the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee") has not appointed a statutory committee of unsecured creditors (the "Committee") in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

E. Debtors' Debt Structure.

(i) Inc. Debt Structure.[9] Subject to paragraph 12 of this Amended Final Order, the Debtors acknowledge, admit, represent, stipulate, and agree that:

(a) Prepetition Inc. Credit Facility. Pursuant to that certain Credit Agreement, dated as of July 1, 2011 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Prepetition Inc. Credit Agreement" and, together with all related credit and security documents, the "Prepetition Inc. Credit Documents"), between LightSquared Inc., as borrower, the subsidiary guarantors party thereto, namely One Dot Four Corp., One Dot Six Corp., and One Dot Six TVCC Corp. (collectively, the "Prepetition Inc. Subsidiary Guarantors" and, together with LightSquared Inc., the "Inc. Obligors"), the lenders party thereto (collectively, the "Prepetition Inc. Lenders") and U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch (in such capacity, the "Prepetition Inc. Agent"), the Prepetition Inc. Lenders provided term loans to or for the benefit of LightSquared Inc. (the "Prepetition Inc. Credit Facility").

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[9] The terms of this Amended Final Order as pertains to the Prepetition Inc. Facility, the Prepetition Inc. Obligations, the Prepetition Inc. Liens, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders (each as defined below) are superseded in all respects by 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, restated, or otherwise modified, the "DIP Order").

(b) Prepetition Inc. Obligations. The Prepetition Inc. Credit Facility provided LightSquared Inc. with term loans in the aggregate principal amount of $278,750,000. As of the Petition Date, an aggregate principal amount of approximately $322,333,494 was outstanding under the Prepetition Inc. Credit Agreement (collectively, with any amounts unpaid, incurred, or accrued prior to the Petition Date in accordance with the Prepetition Inc. Credit Documents (including unpaid principal, accrued, and unpaid interest, any fees, expenses, and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Inc. Obligors' obligations pursuant to the Prepetition Inc. Credit Documents, including all "Obligations" as described in the Prepetition Inc. Credit Agreement, the "Prepetition Inc. Obligations").

(c) Prepetition Inc. Collateral. To secure the Prepetition Inc. Obligations, the Inc. Obligors granted to the Prepetition Inc. Agent for the benefit of the Prepetition Inc. Lenders first-priority security interests in and liens (the "Prepetition Inc. Liens") on (a) the One Dot Six Lease (as defined in the Prepetition Inc. Credit Documents), (b) the One Dot Four Lease (as defined in the Prepetition Inc. Credit Documents),[10] (c) the capital stock of each Prepetition Inc. Subsidiary Guarantor, and (d) all proceeds and products of each of the foregoing whether obtained prepetition or postpetition (collectively, the "Prepetition Inc. Collateral"). The Prepetition Inc. Collateral does not include cash other than proceeds of the Prepetition Inc. Collateral.

(d) Notwithstanding anything contained in this Amended Final Order to the contrary, the Prepetition Inc. Agent and the Prepetition Inc. Lenders have asserted that interest

[10] Although the One Dot Four Lease was terminated, the Prepetition Inc. Agent retains a first priority security interest in any remaining collateral.

on the Prepetition Inc. Obligations is accruing at the default rate of 17% (as opposed to the non-default contract rate of 15%) as of April 30, 2012 and will increase to 20% on June 29, 2012. The Debtors dispute that there was a prepetition default under the Prepetition Inc. Credit Facility. The Debtors and the Prepetition Inc. Agent have agreed that pending entry of the DIP Order, interest on the Prepetition Inc. Obligations shall accrue at the non-default contract rate under the Prepetition Inc. Credit Facility, as of the Petition Date, and upon entry of the DIP Order, such interest shall accrue at the applicable default rate commencing as of the Petition Date.

(ii) LP Debt Structure. Subject to paragraph 12 of this Amended Final Order, the Debtors acknowledge, admit, represent, stipulate, and agree that:

(a) Prepetition LP Credit Facility. Pursuant to that certain Credit Agreement, dated as of October 1, 2010 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Prepetition LP Credit Agreement" and, together with all related credit and security documents, the "Prepetition LP Credit Documents" and, together with the Prepetition Inc. Credit Documents, the "Prepetition Credit Documents"), between LightSquared LP, as borrower, LightSquared Inc. and the other parent guarantors party thereto, namely LightSquared Investors Holdings Inc., LightSquared GP Inc., and TMI Communications Delaware, Limited Partnership (collectively, the "Prepetition LP Parent Guarantors"), the subsidiary guarantors party thereto, namely ATC Technologies, LLC, LightSquared Corp., LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, SkyTerra Holdings (Canada) Inc., and SkyTerra (Canada) Inc. (collectively, the "Prepetition LP Subsidiary Guarantors" and, collectively with the Prepetition LP Parent Guarantors and LightSquared LP, the "LP Obligors"), the lenders party thereto (the "Prepetition LP Lenders" and, together with the Prepetition Inc. Lenders, the "Prepetition Lenders"), UBS AG, Stamford Branch, as administrative agent (in such

capacity, and together with Wilmington Trust FSB,[11] the "Prepetition LP Agent" and, together with the Prepetition LP Lenders, the "Prepetition LP Secured Parties")[12], and other parties thereto, the Prepetition LP Lenders provided term loans to or for the benefit of LightSquared LP (the "Prepetition LP Credit Facility" and, together with the Prepetition Inc. Facility, the "Prepetition Facilities").

(b) Prepetition LP Obligations. The Prepetition LP Credit Facility provided LightSquared LP with term loans in the aggregate principal amount of $1,500,000,000. As of the Petition Date, an aggregate principal amount of approximately $1,700,571,106 was outstanding under the Prepetition LP Credit Agreement (collectively, with any amounts unpaid, incurred, or accrued prior to the Petition Date in accordance with the Prepetition LP Credit Documents (including unpaid principal, accrued and unpaid interest, any fees, expenses, and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the LP Obligors' obligations pursuant to the Prepetition LP Credit Documents, including all "Obligations" as described in the Prepetition LP Credit Agreement, the "Prepetition LP Obligations" and, together with the Prepetition Inc. Obligations, the "Prepetition Obligations").

(c) Prepetition LP Collateral. To secure the Prepetition LP Obligations, the LP Obligors granted to the Prepetition LP Agent for the benefit of the Prepetition LP Lenders first-priority security interests in and liens (the "Prepetition LP Liens" and, together with the

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[11] Wilmington Trust FSB serves as collateral trustee (in such capacity, the "Prepetition LP Collateral Trustee") pursuant to that certain Collateral Trust Agreement, dated as of October 1, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "LP Collateral Trust Agreement"), between LightSquared LP, UBS AG, Stamford Branch, and Wilmington Trust FSB.

[12] The Prepetition LP Agent, together with the Prepetition Inc. Agent, are the "Prepetition Agents" and, together with the Prepetition Lenders, the "Prepetition Secured Parties."

Prepetition Inc. Liens, the "Prepetition Liens") on (a) substantially all of the assets of LightSquared LP and the Prepetition LP Subsidiary Guarantors, (b) the equity interests of LightSquared LP and the Prepetition LP Parent Guarantors (except LightSquared Inc.), (c) certain equity interests owned by the Pledgors (as defined in the applicable Prepetition LP Security Agreement (as defined herein)), (d) the Intercompany Notes (as defined in the Prepetition LP Security Agreements) and (e) the rights of LightSquared Inc. under and arising out of that certain Amended and Restated Cooperation Agreement, dated as of August 6, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Inmarsat Cooperation Agreement"), by and between LightSquared LP, SkyTerra (Canada) Inc., LightSquared Inc., and Inmarsat Global Limited (collectively, the "Prepetition LP Collateral" and, together with the Prepetition Inc. Collateral, the "Prepetition Collateral").For the avoidance of doubt, the Prepetition LP Collateral includes any proceeds, substitutions or replacements of any of the forgoing (unless such proceeds, substitutions or replacements would constitute Excluded Property (as defined in Prepetition LP Credit Documents)).[13]

[13] The Prepetition LP Collateral does not include the following: (a) any permit or license issued by a Governmental Authority (as defined in the Prepetition LP Credit Agreement) or other agreement to the extent and for so long as the terms thereof validly prohibit the creation by the pledgor thereof of a security interest in such permit, license, or other agreement; (b) property subject to any Purchase Money Obligation, Vendor Financing Indebtedness, or Capital Lease Obligations (in each case, as such term is defined in the Prepetition LP Credit Agreement) if the contract or other agreement in which such lien is granted validly prohibits the creation of any other lien on such property; (c) the SkyTerra-2 satellite, while title remains with Boeing Satellite Systems, Inc. ("BSSI"), and those ground segment assets related to the SkyTerra-2 satellite, while title remains with BSSI; (d) any intent-to-use trademark application to the extent and for so long as a security interest therein would result in the loss by the pledgor thereof of any material rights therein; (e) certain deposit and securities accounts securing currency hedging or credit card vendor programs or letters of credit provided to vendors in the ordinary course of business; (f) equity interests in (i) excess of 66% in non-U. S. subsidiaries (other than the Canadian Subsidiaries (as defined in the Prepetition LP Credit Agreement)) held by a US subsidiary, (ii) LightSquared Network LLC, and (iii) any joint venture or similar entity to the extent and for so long as the terms of such investment restrict such security interest; and (g) any consumer goods subject to the Canadian Security Agreement (as defined in the Prepetition LP Credit Agreement). For the avoidance of doubt, the Prepetition LP Collateral includes any proceeds, substitutions, or replacements of any of the forgoing (unless such proceeds, substitutions, or replacements would constitute Excluded Property (as defined in Prepetition LP Credit Documents)).

F. Findings Regarding the Use of Prepetition Collateral.

(i) Need for Use of Prepetition Collateral, Including Cash Collateral. The Debtors' need to use Prepetition Collateral, including Cash Collateral of the Prepetition LP Lenders, is critical to enable the Debtors to continue operations and to administer and preserve the value of their estates. The ability of the Debtors to engage in ongoing discussions with the Federal Communications Commission ("FCC") regarding the deployment of the Debtors' network, to maintain business relationships with their vendors, suppliers and customers, including public safety agencies, to pay their employees, and to otherwise finance their operations requires the use of Prepetition Collateral, including Cash Collateral of the Prepetition LP Lenders, the absence of which would result in immediate and irreparable loss or damage to the Debtors, their estates, and their creditors. The Debtors do not have sufficient available sources of unencumbered cash to operate their businesses or maintain their properties in the ordinary course of business without the authorized use of the Prepetition LP Lenders' Cash Collateral.

(ii) Use of Cash Collateral. The Debtors have agreed to use the Prepetition LP Lenders' Cash Collateral in a manner consistent with the expenditure line items (which, for the avoidance of doubt, do not include restructuring professional fees and amounts paid to Prepetition Secured Parties) in the budget (the "Budget," which is attached hereto as Schedule 1), for (a) working capital and other general corporate purposes, (b) permitted payment of costs of administration of the Chapter 11 Cases, and (c) payment of such prepetition expenses as approved by this Court.[14] The Debtors may use the Prepetition LP Lenders' Cash Collateral in excess of the amount set forth in the Budget for any particular expenditure line item so long as

[14] Notwithstanding such authorization, all rights of all parties in interest to seek to allocate overhead among the Debtors' estates shall be fully preserved.

the percentage deviation for all operating expenditure line items during any two-month period[15] shall not exceed fifteen percent (15%) (the "Permitted Variance"), in the aggregate, of the amount set forth in the Budget for all operating expenditure line items for such two-month period (or such shorter period commencing on the date of entry of the Amended Final Order); provided, that (i) no payments (e.g., bonuses, severance payments, or critical vendor payments) which require the Court's approval shall be included in the Permitted Variance calculus in determining compliance with the Budget until such payments are approved, and (ii) restructuring professional fees and amounts paid to Prepetition Secured Parties shall be excluded from the Permitted Variance calculus (all other professional fees shall be included in determining compliance with the Budget). Notwithstanding anything to the contrary in this Amended Final Order, capital expenditure line items (e.g., Qualcomm, Alcatel Lucent S-BTS, HNS, BandRich, AnyData, Boeing Payments, and Current Network Maintenance/Capex) totaling $18,011,000 may be used on an aggregate basis at any time until December 31, 2013.

G. Adequate Protection. As a result of the use of the Prepetition Collateral authorized herein, the Prepetition Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any diminution in the value ("Diminution in Value") of their respective interest in the Prepetition Collateral resulting from the Debtors' use, sale, or lease of the Prepetition Collateral during the Debtors' Chapter 11 Cases and as a result of the imposition of the automatic stay. The Prepetition Secured Parties have agreed and consented to the use of their respective Prepetition Collateral, including Cash Collateral, on the terms set forth herein, including in exchange for (a) the Adequate Protection Liens and the 507(b) Claims (to the extent of any Diminution in Value), (b) the Adequate

[15] Or such shorter period commencing on the date of entry of the Amended Final Order.

Protection Payments (each as defined herein) and (c) the other provisions and benefits set forth herein; provided, however, that to the extent the Prepetition Secured Parties are entitled to accrue interest, fees, costs or charges under Bankruptcy Code section 506(b), this Amended Final Order shall not in any way impair such entitlement.

H. Bankruptcy Code Sections 506(c) and 552(b). In light of (a) the Prepetition Inc. Agent's agreement to subordinate and the absence of an objection by the Prepetition Inc. Lenders to the subordination of their liens and the Inc. Section 507(b) Claim (as defined herein) to the Inc. Carve-Out (as defined herein) and (b) the agreement of certain holders of the Prepetition LP Obligations which formed an Ad Hoc Working Group of Prepetition LP Secured Parties (the "Ad Hoc LP Secured Group") and the Prepetition LP Agent to subordinate the Prepetition LP Agent's and the Prepetition LP Lenders' liens and the LP Section 507(b) Claim (as defined herein) to the LP Carve-Out (as defined herein), the Prepetition Secured Parties are entitled to a waiver of the provisions of Bankruptcy Code sections 506(c) and 552(b), to the extent set forth below.

I. Good Cause; Immediate Entry. The relief requested in the Motion is necessary, essential, and appropriate, and is in the best interests of, and will benefit, the Debtors, their estates, and their creditors and equity holders, as its implementation will, *inter alia*, provide the Debtors with the necessary liquidity to (a) minimize the disruption to the Debtors' businesses and ongoing operations, (b) preserve and maximize the value of the Debtors' estates for the benefit of all the Debtors' creditors and equity holders, and (c) avoid immediate and irreparable harm to the Debtors, their estates, their creditors and equity holders, their businesses, their employees, and their assets.

J. Notice. Good and sufficient notice of the Amended Final Order has been provided by the Debtors to (a) the U.S. Trustee, (b) the entities listed on the Consolidated List of

Creditors Holding the 20 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d), (c) counsel to the Prepetition Agents, (d) counsel to the Ad Hoc LP Secured Group, (e) counsel to Harbinger Capital Partners LLC ("Harbinger"), (f) the Internal Revenue Service, (g) the United States Attorney for the Southern District of New York, (h) the FCC, (i) Industry Canada, and (j) all parties having filed a request for notice under Bankruptcy Rule 2002. The Debtors have made reasonable efforts to afford the best notice possible under the circumstances, and such notice is good and sufficient to permit the relief set forth in this Amended Final Order.

Based upon the foregoing findings and conclusions, the Motion and record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. Relief Granted and Initial Cash Collateral Order Ratified. The Amended Final Order is granted to the extent set forth herein and the use of Prepetition Collateral, including Cash Collateral, on a final basis is authorized, subject to the terms and conditions and to the full reservations of rights set forth in this Amended Final Order. The terms of the Initial Cash Collateral Order are hereby ratified and affirmed, except to the extent amended or modified by this Amended Final Order.

2. Objections Overruled. Any objection to this Amended Final Order, to the extent not withdrawn or resolved, is hereby overruled.

Authorization To Use Cash Collateral

3. Use of Cash Collateral. Subject to the terms and conditions of this Amended Final Order, and in accordance with the Budget (subject to the Permitted Variance), the Debtors are authorized to use Cash Collateral until the occurrence of an LP Termination Event (as defined herein) or as otherwise ordered by the Court (the "Termination Date"). Nothing in this

Amended Final Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor's use of any Cash Collateral or proceeds resulting therefrom, except as permitted in this Amended Final Order and in accordance with the Budget.

4. Cash Management System. The Debtors shall maintain their cash management system as approved by the Court pursuant to the Final Order (A) Authorizing Debtors to (I) Continue Using Existing Cash Management Systems, Bank Accounts and Business Forms and (II) Continue Intercompany Transactions, (B) Providing Postpetition Intercompany Claims Administrative Expense Priority, (C) Authorizing Debtors' Banks to Honor All Related Payment Requests, and (D) Waiving Investment Guidelines of Section 345(b) of Bankruptcy Code [ECF No. 115]. The Ad Hoc Secured Group hereby consents to the repayment, to LightSquared Inc., of any costs and expenses paid on behalf of the LP Obligors' estates since the Petition Date. In the event the DIP Order is not entered, the Debtors reserve all of their rights to seek further order of this Court authorizing distribution of the Prepetition LP Lenders' Cash Collateral to the Inc. Obligors to fund their costs and expenses, administration of their estates, and operation of their businesses. All parties reserve their all of their rights in connection with such request.

5. Adequate Protection Liens.

(a) Inc. Adequate Protection Liens. Pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition Inc. Agent and the Prepetition Inc. Lenders in the Prepetition Inc. Collateral against any Diminution in Value of their interests in the Prepetition Inc. Collateral, the Debtors hereby grant to the Prepetition Inc. Agent, for the benefit of itself and the Prepetition Inc. Lenders, effective and perfected as of the Petition Date and without the necessity of the execution by the Debtors of security agreements,

pledge agreements, mortgages, financing statements, or other agreements, valid, binding, enforceable, and perfected postpetition security interests in and liens on the Prepetition Inc. Collateral (the "Inc. Adequate Protection Liens"). For avoidance of doubt, the Prepetition Inc. Agent and the Prepetition Inc. Lenders shall not have an Inc. Adequate Protection Lien on (i) any claims or causes of action under chapter 5 of the Bankruptcy Code or proceeds therefrom, (ii) the assets of the Prepetition LP Subsidiary Guarantors, or (iii) the unencumbered assets of LightSquared Inc.

(b) LP Adequate Protection Liens. Pursuant to sections 361, 362, and 363(e) of the Bankruptcy Code, as adequate protection of the interests of the Prepetition LP Agent and the Prepetition LP Lenders in the Prepetition LP Collateral against any Diminution in Value of their interests in the Prepetition LP Collateral, including for use of Cash Collateral, the Debtors hereby grant to the Prepetition LP Agent, for the benefit of itself and the Prepetition LP Lenders, effective and perfected as of the Petition Date and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements, valid, binding, enforceable, and perfected postpetition security interest in and liens on the Prepetition LP Collateral (the "LP Adequate Protection Liens" and, together with the Inc. Adequate Protection Liens, the "Adequate Protection Liens"). For avoidance of doubt, the Prepetition LP Lenders shall not have an LP Adequate Protection Lien on (i) any claims or causes of action under chapter 5 of the Bankruptcy Code or proceeds therefrom, (ii) the assets of the Prepetition Inc. Subsidiary Guarantors, (iii) the unencumbered assets of LightSquared Inc., or (iv) the SkyTerra-2 satellite while title remains with BSSI or those ground segment assets related to the SkyTerra-2 satellite while title remains with BSSI.[16]

[16] For the avoidance of doubt, the Prepetition LP Collateral includes all General Intangibles (as defined in the Prepetition LP Credit Documents) to include, among other things, contract rights relating to that certain

(c) Priority of Adequate Protection Liens. The Inc. Adequate Protection Liens shall be junior only to the Inc. Permitted Liens[17] and the Inc. Carve-Out. The LP Adequate Protection Liens shall be junior only to the LP Permitted Liens[18] and the LP Carve-Out.

(d) The Adequate Protection Liens shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon conversion of any of the Chapter 11 Cases (each, a "Successor Case" and collectively, the "Successor Cases"), or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be pari passu with or senior to the Prepetition Liens or the Adequate Protection Liens.

(e) The Adequate Protection Liens shall be subject to the reservation of rights set forth in paragraph 12 of this Amended Final Order.

6. Section 507(b) Claims.

(a) Inc. Section 507(b) Claim. As further adequate protection of the interests of the Prepetition Inc. Agent and the Prepetition Inc. Lenders in the Prepetition Inc. Collateral

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Amendment 4 Amended and Restated Contract between LightSquared and BSSI, dated November 10, 2010 (as amended, modified, supplemented, or amended and restated through the date hereof).

[17] The Inc. Permitted Liens are liens otherwise permitted by the Prepetition Inc. Credit Documents, to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition Inc. Liens as of the Petition Date. Nothing herein shall constitute a finding or ruling by this Court that any such Inc. Permitted Liens are valid, senior, perfected and non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest, including, but not limited to, the Debtors, the Prepetition Inc. Agent, the Prepetition Inc. Lenders and the Committee, to challenge the validity, priority, perfection or extent of any such Inc. Permitted Lien and/or security interest.

[18] The LP Permitted Liens are liens otherwise permitted by the Prepetition LP Credit Documents, to the extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition LP Liens as of the Petition Date. Nothing herein shall constitute a finding or ruling by this Court that any such LP Permitted Liens are valid, senior, perfected and non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest, including, but not limited to, the Debtors, the Prepetition LP Agent, the Prepetition LP Lenders and the Committee, to challenge the validity, priority, perfection or extent of any such LP Permitted Lien and/or security interest.

against any Diminution in Value of such interests in the Prepetition Inc. Collateral, the Prepetition Inc. Agent and the Prepetition Inc. Lenders are each hereby granted as and to the extent provided by section 507(b) of the Bankruptcy Code an allowed superpriority administrative expense claim in each of the Inc. Obligors' Chapter 11 Cases and Successor Cases (the "Inc. Section 507(b) Claim"); provided, that the Inc. Section 507(b) Claim against LightSquared Inc. shall be pari passu with the LP Section 507(b) Claim against LightSquared Inc.

(b) LP Section 507(b) Claim. As further adequate protection of the interests of the Prepetition LP Agent and the Prepetition LP Lenders in the Prepetition LP Collateral against any Diminution in Value of such interests in the Prepetition LP Collateral, the Prepetition LP Agent and the Prepetition LP Lenders are each hereby granted as and to the extent provided by section 507(b) of the Bankruptcy Code an allowed superpriority administrative expense claim in each of the LP Obligors' Chapter 11 Cases and Successor Cases (the "LP Section 507(b) Claim" and, together with the Inc. Section 507(b) Claim, the "Section 507(b) Claims"); provided, that the LP Section 507(b) Claim against LightSquared Inc. shall be pari passu with the Inc. Section 507(b) Claim against LightSquared Inc.

(c) Priority of the Section 507(b) Claims. Except as set forth herein, the Section 507(b) Claims shall have priority over all administrative expense claims and unsecured claims against the Inc. Obligors and the LP Obligors, as applicable, or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114; provided, however, that each of the Section 507(b)

Claims shall be (i) junior to the respective Carve-Outs (as defined herein) and (ii) subject to the reservation of rights set forth in paragraph 12 of this Amended Final Order.

7. Adequate Protection Payments. As used in this Amended Final Order, "Adequate Protection Payments" means the payment of professional fees and the payment and accrual of interest as described in this paragraph 7.

(a) Inc. Agent Professional Fees. As further adequate protection, subject to the reservation of rights set forth in paragraph 12 of this Amended Final Order, as applicable, the Debtors are authorized and directed to provide adequate protection in the form of: (a) payment of all reasonable, actual, and documented fees and expenses incurred or accrued by the Prepetition Inc. Agent under and pursuant to the Prepetition Inc. Agreement, including, without limitation, the reasonable, actual, and documented fees and disbursements of counsel to and financial advisor to the Prepetition Inc. Agent, whether incurred or accrued prior to or after the Petition Date without limiting the rights of parties in interest pursuant to section 506(b) of the Bankruptcy Code. None of the fees and expenses payable pursuant to this paragraph shall be subject to separate approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees and expenses), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto. Subject to any bona fide dispute as to the reasonableness of such fees and expenses, the Debtors shall pay the reasonable, actual, and documented fees and expenses provided for in this section promptly (but no later than ten (10) business days) after invoices for such fees and expenses shall have been submitted to the Debtors, and the Debtors shall promptly provide copies of such invoices to the Committee (if any) and the U.S. Trustee. Any and all payments or proceeds remitted to or for the benefit of the Prepetition Inc. Agent pursuant to the provisions of this Amended Final Order or any subsequent

order of this Court shall be received free and clear of any claim, charge, assessment, or other liability.

(b) Postpetition Accrual of Inc. Interest. As further adequate protection, the Prepetition Inc. Obligations, pending entry of the DIP Order, will accrue interest at the non-default contract rate and consistent with the Prepetition Inc. Credit Agreement, provided, that unless otherwise ordered by this Court, the Inc. Obligors shall not be obligated to pay such obligations on a current basis during the Inc. Obligors' Chapter 11 Cases. Upon entry of the DIP Order, interest on the Prepetition Inc. Obligations shall accrue at the default rate of interest from and after the Petition Date; provided, however, that in the event the DIP Order is not entered on or before June 30, 2012 or as soon thereafter as possible, subject to the Court's availability, this Court shall hold a hearing on July 17, 2012 to consider whether interest should accrue on the Prepetition Inc. Obligations at the default rate from and after the Petition Date and shall consider such issue de novo. In the event that the Prepetition Inc. Obligations are later determined to be undersecured, nothing herein shall prevent any party in interest from seeking to terminate, or reallocate to principal payments, the accrual of such postpetition interest.

(c) LP Adequate Protection Payments. As further adequate protection, subject to the reservation of rights set forth in paragraph 12 of this Amended Final Order, the LP Obligors shall pay to the Prepetition LP Agent for the benefit of the Prepetition LP Lenders on the first Business Day of each month, starting July 1, 2012, an amount equal to $6,250,000, inclusive of interest and payment of all reasonable, actual, and documented fees and expenses incurred or accrued by the Prepetition LP Agent and the Ad Hoc LP Secured Group, including, without limitation, the reasonable, actual, and documented fees and disbursements (collectively, the "LP Professional Fees") of White & Case LLP and The Blackstone Group L.P.

("Blackstone"), whether incurred or accrued prior to or after the Petition Date.[19] Such amount will be applied first, to the non-professional fees and expenses of the Prepetition LP Agent, second, to the LP Professional Fees, and third to interest on the Prepetition LP Obligations, and the Ad Hoc LP Secured Group shall advise the LP Obligors, on a monthly basis, of how such amount will be allocated among the non-professional fees and expenses of the Prepetition LP Agent, the LP Professional Fees, and interest on the Prepetition LP Obligations. Such amount shall be applied to the LP Professional Fees in any given month only so long as the Ad Hoc LP Secured Group is the largest (by dollar amount) group of Prepetition LP Lenders organized and jointly represented (as evidenced by a Rule 2019 statement) in the Chapter 11 Cases. Nothing in this Amended Final Order shall prejudice any rights of the Prepetition LP Lenders to accrue interest (including at the default rate), fees, expenses, or charges to the fullest extent permitted under section 506(b) of the Bankruptcy Code. All parties reserve all rights to assert that any such payments of interest and LP Professional Fees made by the LP Obligors constitute and may be reallocated or recharacterized as principal repayments of the Prepetition LP Obligations.

(d) Financial and Other Reporting.

(i) On Wednesday or (in the event such Wednesday is not a business day, the first business day thereafter) of each week, the Debtors will provide the Prepetition LP Agent, Blackstone, and Houlihan Lokey (as financial advisor to the Prepetition Inc. Agent) with cash balances as of the last day of the prior week. On the tenth (10^{th}) day of each month or the first business day thereafter, the Debtors will provide the Prepetition LP Agent, Blackstone, and Houlihan Lokey with (x) a reconciliation of revenues generated and expenditures made during the prior month and cumulatively during the Chapter 11 Cases, together with a comparison of

[19] The procedure for payment of LP Professional Fees shall be the same as the procedure for the payment of the professional fees of the Prepetition Inc. Agent as set forth in subparagraph (a) of this paragraph 7.

such amounts to the amounts projected in the Budget and (y) an update of the Budget through December 31, 2013 (for forecasting and informational purposes only).

(ii) The Debtors shall provide certain professionals (the "Agreed Professionals") from White & Case LLP and Blackstone (each of whom shall be previously identified by name to, and agreed to by, the Debtors and each of whom shall individually sign mutually acceptable confidentiality agreements) with periodic updates and reasonably detailed information regarding any significant meetings, discussions, or proposals with respect to the material assets of the Debtors, including, without limitation, meetings with the FCC and/or federal agencies, in all cases regarding its ATC authorization for L-band spectrum or alternative spectrum for its terrestrial network, and matters reasonably related thereto, as well as reasonable advance notice, to the extent reasonably practicable, of any significant meetings, discussions, or proposals with respect to the material assets of the Debtors, including, without limitation, meetings with the FCC and/or federal agencies, in all cases regarding its ATC authorization for L-band spectrum or alternative spectrum for its terrestrial network, and matters reasonably related thereto, and in any case reasonably promptly report the substance thereof to the Agreed Professionals. The Debtors, upon the reasonable request of the Agreed Professionals, shall make their professionals and advisors reasonably available to such Agreed Professionals generally, and reasonably in advance of all such meetings to the extent reasonably practicable. All parties that enter into a confidentiality agreement shall be bound by, and comply with, the terms thereof. For the avoidance of doubt, the intention of this provision is to provide the Ad Hoc LP Secured Group with reasonable information and, to the extent reasonably practicable, reasonable time to consider the impact of all FCC and related matters on its interests, without unreasonable interference with the Debtors' implementation and conduct of their business plan. Such Agreed

Professionals shall not disclose to any Prepetition LP Lender or any other person, without the consent of the Debtors or the approval of the Court, any information provided by the Debtors in accordance with this paragraph. This provision is an integral element and basis of the Ad Hoc LP Secured Group's consent to the use of its Cash Collateral.

Provisions Common to Use of Cash Collateral Authorizations

8. Perfection of Adequate Protection Liens.

(a) The Prepetition Agents are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments in any jurisdiction, take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Agents, on behalf of the Prepetition Inc. Lenders and the Prepetition LP Lenders, as applicable, shall, in their respective sole discretion, choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute, or subordination as of the Petition Date.

(b) A certified copy of this Amended Final Order may, in the discretion of the Prepetition Agents, respectively, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Amended Final Order for filing and recording.

(c) The Debtors are authorized and directed to execute and deliver to the Prepetition Agents all such agreements, financing statements, instruments, and other documents as such Prepetition Agents may reasonably request to evidence, confirm, validate, or perfect the Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(d) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized to do and perform all acts to make, execute, and deliver all instruments and documents and to pay all fees that may be reasonably required or necessary for the Debtors' performance hereunder.

9. Carve-Out. As used in this Amended Final Order, "Carve-Outs" shall mean the Inc. Carve-Out and the LP Carve-Out.

(a) Inc. Carve-Out. As used in this Amended Final Order, the "Inc. Carve-Out" shall mean, upon the occurrence of the Termination Date, the following expenses: (i) all statutory fees payable to the Clerk of the Court and to the U.S. Trustee pursuant to 28 U.S.C. §1930(a) for the Inc. Obligors; (ii) all reasonable fees and expenses incurred by a trustee for the Inc. Obligors under section 726(b) of the Bankruptcy Code not to exceed $50,000; and (iii) the allowed and unpaid professional fees, expenses, and disbursements allocable to the Inc. Obligors incurred on or after the Termination Date by the Debtors and the Committee for any professionals retained by final order of the Court (which order has not been vacated or stayed, unless the stay has been vacated) by the Debtors and the Committee under sections 327, 328, or 1103(a) of the Bankruptcy Code (the "Chapter 11 Case Professionals") in an aggregate amount not to exceed $1.5 million plus such allowed fees, expenses, and disbursements allocable to the Inc. Obligors incurred prior to the Termination Date, but which remain unpaid as of the

Termination Date, whether approved by the Court before or after the Termination Date (collectively, the "Allowed Inc. Professional Fees").

(b) LP Carve-Out. As used in this Amended Final Order, the "LP Carve-Out" shall mean, upon the occurrence of the Termination Date, the following expenses: (i) all statutory fees payable to the Clerk of the Court and to the U.S. Trustee pursuant to 28 U.S.C. §1930(a) for the LP Obligors; (ii) with respect to the information officer (the "Information Officer") to be appointed by the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the "Canadian Court") in connection with the proceedings commenced pursuant to the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36, as amended, in the Canadian Court (the "Canadian Proceedings"), all fees and expenses required to be paid to the Information Officer and its counsel in connection with the Canadian Proceedings, which fees and expenses may be secured by a charging lien granted by the Canadian Court over the Debtors' assets in Canada, in the maximum amount of CDN $200,000, (iii) all reasonable fees and expenses incurred by a trustee for the LP Obligors under section 726(b) of the Bankruptcy Code not to exceed $50,000; and (iv) the allowed and unpaid professional fees, expenses, and disbursements allocable to the LP Obligors incurred on or after the Termination Date by the Debtors and the Committee for any Chapter 11 Case Professionals (which are restructuring professionals) in an aggregate amount not to exceed $4 million, plus such allowed fees, expenses, and disbursements allocable to the LP Obligors incurred prior to the Termination Date, but which remain unpaid as of the Termination Date, whether approved by the Court before or after the Termination Date (the "Allowed LP Professional Fees" and, together with the Allowed Inc. Professional Fees, the "Allowed Professional Fees").

(c) Payment of Allowed Professional Fees Prior to the Termination Date. Prior to the occurrence of the Termination Date, the Debtors shall be permitted to pay Allowed Professional Fees. The amounts paid shall not reduce the Carve-Outs.

10. Payment of Compensation. Nothing in this Amended Final Order shall be construed as a consent to the allowance of any professional fees or expenses of any Chapter 11 Case Professionals or shall affect the rights of the Prepetition Agents and/or the Prepetition Lenders to object to the allowance and payment of such fees and expenses.

11. [Reserved]

12. Investigation Period.

(a) The Inc. Adequate Protection Liens, the Inc. Section 507(b) Claim, and the Prepetition Inc. Liens shall be senior to, and no Prepetition Inc. Collateral may be used to pay, any claims for services rendered by any of the professionals retained by the Debtors (or any successor trustee or other estate representative in the Chapter 11 Cases or any Successor Cases), the Committee, or any other party in connection with the assertion of, or joinder in, any claim, counterclaim, action, proceeding, application, motion, investigation, objection, defense, or other contested matter against the Prepetition Inc. Agent or the Prepetition Inc. Lenders in connection with invalidating, setting aside, avoiding, subordinating, recharacterizing, objecting to, or challenging, in whole or in part, any claims or liens arising under or with respect to the Prepetition Inc. Credit Facility, the Prepetition Inc. Obligations, the Prepetition Inc. Liens, or the Prepetition Inc. Collateral; provided, however, that up to $50,000 of Cash Collateral of the Prepetition Inc. Agent (which does not include any unencumbered cash) may be used to pay the allowed fees and expenses of counsel retained by the Committee (if appointed) incurred directly in connection with investigating, but not preparing, initiating, or prosecuting, any Claims and

Defenses (as defined herein) against the Prepetition Inc. Agent or Prepetition Inc. Lenders with regard to the Prepetition Inc. Credit Facility or the Prepetition Inc. Liens. In the event the liens, security interests, or claims of the Prepetition Inc. Agent or the Prepetition Inc. Lenders are voided, avoided, disallowed, or subordinated, then any lien or priority granted to the Prepetition Inc. Agent hereunder in respect of such voided, avoided, disallowed, or subordinated lien, security interest, or claim may be voided, avoided, disallowed, or subordinated to the same extent, and no provision hereof shall preclude or impair the Court from imposing any appropriate remedy in such event.

(b) The LP Adequate Protection Liens, the LP Section 507(b) Claim, and the Prepetition LP Liens shall be senior to, and no Prepetition LP Collateral (including any Cash Collateral of the Prepetition LP Lenders or otherwise) may be used to pay, any claims for services rendered by any of the professionals retained by the Debtors (or any successor trustee or other estate representative in the Chapter 11 Cases or any Successor Cases), the Committee, or any other party in connection with the assertion of, or joinder in, any claim, counterclaim, action, proceeding, application, motion, investigation, objection, defense, or other contested matter against the Prepetition LP Agent or the Prepetition LP Lenders in connection with invalidating, setting aside, avoiding, subordinating, recharacterizing, objecting to, or challenging, in whole or in part, any claims or liens arising under or with respect to the Prepetition LP Credit Facility, the Prepetition LP Obligations, the Prepetition LP Liens, or the Prepetition LP Collateral; provided, however, that up to $50,000 of Cash Collateral of the Prepetition LP Agent (which does not include any unencumbered cash) may be used to pay the allowed fees and expenses of counsel retained by the Committee (if appointed) incurred directly in connection with investigating, but not preparing, initiating, or prosecuting, any Claims and Defenses (as defined herein) against the

Prepetition LP Agent or Prepetition LP Lenders with regard to the Prepetition LP Credit Facility or the Prepetition LP Liens. In the event the liens, security interests, or claims of the Prepetition LP Agent or the Prepetition LP Lenders are voided, avoided, disallowed, or subordinated, then any lien or priority granted to the Prepetition LP Agent hereunder in respect of such voided, avoided, disallowed, or subordinated lien, security interest, or claim may be voided, avoided, disallowed, or subordinated to the same extent, and no provision hereof shall preclude or impair the Court from imposing any appropriate remedy in such event.

(c) Notwithstanding anything herein to the contrary, any party in interest other than the Debtors shall have until August 11, 2012 (the "Investigation Termination Date") to investigate the validity, perfection, enforceability, and extent of any Prepetition Obligations and Prepetition Liens and any potential claims of the Debtors or their estates against any Prepetition Agent or Prepetition Lenders in respect of the applicable Prepetition Obligations and Prepetition Liens, "lender liability" claims and causes of action, or any actions, claims, or defenses under chapter 5 of the Bankruptcy Code (all such claims, defenses, and other actions described in this paragraph are collectively defined as the "Claims and Defenses"). Notwithstanding the foregoing sentence, the Investigation Termination Date for Prepetition Inc. Obligations owing or Prepetition Inc. Liens granted to, or any other Claims and Defenses against, affiliates of the Debtors or any successor holder that acquired Prepetition Inc. Obligations after the Petition Date ("Affiliate Challenges"), shall be the earlier of (i) sixty days after the occurrence of an LP Termination Event and (ii) ten months from June 13, 2012; provided, that in the event the Ad Hoc LP Secured Group files an Ad Hoc Group Standing Motion (as defined below), such period shall be extended, for the Ad Hoc LP Secured Group

only, to the date which is five business days after the date which the Court enters an order granting the Ad Hoc Group Standing Motion.

(d) Any challenge to the Prepetition Obligations or the Prepetition Liens, or the assertion of any other claims or causes of action of the Debtors or their estates against (x) the Prepetition Inc. Agent or the Prepetition Inc. Lenders and/or (y) the Prepetition LP Agent or the Prepetition LP Lenders, as applicable, must in any case be made by a party in interest with standing who timely and properly commences an adversary proceeding on or before the Investigation Termination Date (a "Challenge"). If no Challenge is properly filed on or before the Investigation Termination Date, all holders of claims and interests as well as other parties in interest shall be forever barred from bringing or taking any such action, and the Debtors' stipulations made herein and the release set forth in this Amended Final Order shall be binding on all parties in interest. If a Challenge is timely and properly brought, any claim or action that is not brought shall be forever barred. In the event of a timely and successful Challenge by a plaintiff in such an action, this Court shall fashion the appropriate remedy with respect to the (x) Prepetition Inc. Agent and the Prepetition Inc. Lenders and/or the (y) Prepetition LP Agent and the Prepetition LP Lenders, as applicable, after hearing from all parties.

(e) Nothing in this Amended Final Order vests or confers on the Committee or any other party standing or authority to bring, assert, commence, continue, prosecute, or litigate any cause of action belonging to the Debtors or their estates, including, without limitation, the Claims and Defenses with respect to the Prepetition Inc. Facility, the Prepetition Inc. Liens, or the Prepetition Inc. Obligations. Notwithstanding the foregoing, in the event the Ad Hoc LP Secured Group seeks standing to bring an Affiliate Challenge on behalf of the Debtors' estates (an "Ad Hoc Group Standing Motion"), the Ad Hoc LP Secured Group shall be

entitled to a hearing on such motion on shortened notice (subject to the Court's calendar) and shall not be required to issue any prior "demand" to the Debtors in respect thereof.

13. Release. Subject to the rights set forth in paragraph 12 of this Amended Final Order, the Debtors, on behalf of themselves and their estates (including any successor trustee or other estate representative in the Chapter 11 Cases or Successor Cases) and any party acting by, through, or under the Debtors or their estates, forever and irrevocably (i) release, discharge, waive, and acquit (x) the Prepetition Agents and the Prepetition Lenders, (y) each of their respective participants and each of their respective affiliates, and (z) each of their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest (collectively, the "Released Parties"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations existing as of the Petition Date, including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses, with respect to or relating to the Prepetition Obligations, the Prepetition Liens, or the Prepetition Facilities, as applicable, any and all claims and causes of action arising under the Bankruptcy Code, and any and all claims regarding the validity, priority, perfection, or avoidability of the liens or secured claims of (x) the Prepetition Inc. Agent and the Prepetition Inc. Lenders and/or (y) the Prepetition LP Agent and the Prepetition LP Lenders and (ii) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, and nonavoidability of the applicable Prepetition Obligations and the applicable Prepetition Liens.

14. Termination of Consent to Use the Prepetition LP Lenders' Cash Collateral. The authorization of the Debtors to use the Prepetition LP Lenders' Cash Collateral under this Amended Final Order will terminate upon five days' prior written notice by the Prepetition LP Agent to the Debtors of the occurrence of any of the following (except for the event in subparagraph (o) below, upon which event a termination will occur automatically) (each of the following, an "LP Termination Event"):

(a) This Court enters an order dismissing any of the Chapter 11 Cases of the Debtors with material assets or converting any such Chapter 11 Cases to cases under chapter 7;

(b) This Court enters an order appointing a chapter 11 trustee in any of the Chapter 11 Cases of the Debtors with material assets that is not stayed following entry;

(c) This Court enters an order staying, reversing, or vacating, in a manner materially adverse to the Prepetition LP Agent or the Prepetition LP Lenders and without prior consent of the Prepetition LP Agent or the Prepetition LP Lenders, this Amended Final Order;

(d) A chapter 11 plan is confirmed and becomes effective for the LP Obligors;

(e) An order of this Court shall be entered appointing an examiner with enlarged powers in any of the Chapter 11 Cases of the LP Obligors, or any LP Obligor shall file a motion or other pleading seeking the dismissal of its Chapter 11 Case under section 1112 of the Bankruptcy Code or otherwise;

(f) Except as expressly allowed in this Amended Final Order or the DIP Order, an order of this Court shall be entered granting any lien on, or security interest in, any Prepetition LP Collateral in favor of any party other than the Prepetition LP Agent or Prepetition LP Collateral Trustee, as the case may be, on behalf of the Prepetition LP Secured Parties, that is senior to, or pari passu with, the Prepetition LP Liens or the LP Adequate Protection Liens or

granting an administrative claim payable by an LP Obligor to any party other than the Prepetition LP Agent or Prepetition LP Collateral Trustee, as the case may be, on behalf of the Prepetition LP Secured Parties, that is senior to, or pari passu with, the LP Section 507(b) Claim without the express written consent of the Prepetition LP Agent;

(g) An order of this Court shall be entered approving any claims for recovery of amounts under section 506(c) of the Bankruptcy Code or otherwise arising from the preservation or disposition of any Prepetition LP Collateral;

(h) An order of this Court shall be entered granting relief from the automatic stay under section 362 of the Bankruptcy Code with respect to all or any material portion of the property of the LP Obligors' estates except in connection with financing provided to the Inc. Obligors in connection with the DIP Order;

(i) The Debtors shall make any payment (including "adequate protection" payments) on or in respect of any prepetition indebtedness or prepetition obligations of an LP Obligor other than (i) on account of the Prepetition LP Obligations under the Prepetition Credit Documents, (ii) as permitted under this Amended Final Order, or (iii) as permitted by any order of this Court;

(j) The Debtors shall seek to, or shall support (in any such case by way of, inter alia, any motion or other pleading filed with this Court or any other writing to another party in interest executed by or on behalf of the Debtors) any other person's motion to disallow or subordinate in whole or in part any Prepetition LP Secured Party's claim in respect of the Prepetition LP Obligations, or to challenge the validity, enforceability, perfection, or priority of the liens in favor of the Prepetition LP Agent or the Prepetition LP Lenders (including, without limitation, any Prepetition LP Liens);

(k) The Debtors file a motion seeking to obtain any credit or incur any financing indebtedness that is secured by a lien on, or security interest in, the Prepetition LP Collateral which is senior to or pari passu with the Prepetition LP Liens or the LP Adequate Protection Liens, or having administrative priority status which is senior to or pari passu with the LP Section 507(b) Claim, other than the proposed 507(b) claim against LightSquared Inc. pursuant to the DIP Order.

(l) The Debtors shall file any pleading seeking, or otherwise consenting to, or shall support or acquiesce in any other person's motion as to, any of the matters set forth in paragraphs (a) through (c) above and paragraphs (e) through (g) above;

(m) The Debtors shall fail to comply with the terms of this Amended Final Order in any material respect, it being understood that non-compliance with the Permitted Variance shall constitute material non-compliance with this Amended Final Order; or

(n) December 31, 2013.

15. Withdrawal of Consent To Use Prepetition Inc. Collateral. The consent of the Prepetition Inc. Agent and the Prepetition Inc. Lenders under this Amended Final Order to use the Prepetition Inc. Collateral will be withdrawn upon any of the following:

(a) This Court enters an order dismissing any of the Chapter 11 Cases of the Debtors with material assets or converting any such Chapter 11 Cases to cases under chapter 7;

(b) This Court enters an order appointing a chapter 11 trustee in any of the Chapter 11 Cases of the Debtors with material assets that is not stayed following entry;

(c) This Court enters an order appointing an examiner with expanded powers in any of the Chapter 11 Cases of the Inc. Obligors;

(d) This Court enters an order staying, reversing, or vacating, in a manner materially adverse to the Prepetition Inc. Agent or the Prepetition Inc. Lenders and without prior consent of the Prepetition Inc. Agent or the Prepetition Inc. Lenders, this Amended Final Order;

(e) The Debtors fail to make payments under the One Dot Six Lease when due thereunder without the prior written consent of the Prepetition Inc. Agent;

(f) This Court enters an order approving the sale of all or substantially all of the Prepetition Inc. Collateral that does not provide for the payment in respect thereof to be remitted to the Prepetition Inc. Agent in respect of the Prepetition Inc. Obligations;

(g) A chapter 11 plan is confirmed and becomes effective for the Inc. Obligors;

(h) Except as expressly allowed in this Amended Final Order or the DIP Order and subject to the reservation of rights set forth in paragraph 4 of this Amended Final Order, an order of this Court shall be entered granting any lien on, or security interest in, any Prepetition Inc. Collateral in favor of any party other than the Prepetition Inc. Agent, on behalf of the Prepetition Inc. Secured Parties, that is senior to, or *pari passu* with, the Prepetition Inc. Liens or the Inc. Adequate Protection Liens or granting an administrative claim payable by an Inc. Obligor (other than LightSquared Inc.) to any party other than the Prepetition Inc. Agent on behalf of the Prepetition Inc. Secured Parties, that is senior to, or *pari passu* with, the Inc. Section 507(b) Claim without the express written consent of the Prepetition Inc. Agent;

(i) The Debtors file a motion (other than a motion filed in connection with (i) the approval of the DIP Order or (ii) the reservation of rights set forth in paragraph 4 of this Amended Final Order), seeking to obtain any credit or incur any financing indebtedness that is secured by a lien on, or security interest in, the Prepetition Inc. Collateral which is senior to or

pari passu with the Prepetition Inc. Liens or the Inc. Adequate Protection Liens, or having administrative priority status which is senior to or *pari passu* with the Inc. Section 507(b) Claim;

(j) The Debtors file a motion challenging the Prepetition Inc. Agent's or the Prepetition Inc. Lenders' claims or liens; or

(k) November 15, 2013 (each of the foregoing, an "Inc. Withdrawal Event"). Upon the occurrence of an Inc. Withdrawal Event, the Prepetition Inc. Agent and the Prepetition Inc. Lenders may, upon shortened notice and an emergency hearing, request additional adequate protection from the Court or such other remedy as the Court may deem just and proper, and the Debtors and other parties in interest reserve all of their rights to object to such request.

16. No Third Party Rights. Except as explicitly provided for herein, this Amended Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

17. Limitation on Charging Expenses Against Collateral.

(a) Except to the extent of the Inc. Carve-Out, no expenses of administration of these Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Inc. Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law or in equity, without the prior written consent of Prepetition Inc. Agent, and no such consent shall be implied from any other action or inaction by the Prepetition Inc. Agent or the Prepetition Inc. Lenders.

(b) Except to the extent of the LP Carve-Out, no expenses of administration of these Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, charged or incurred during the

period which the Debtors are authorized to use Cash Collateral under this Amended Final Order, shall be charged against or recovered from the Prepetition LP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law or in equity, without the prior written consent of Prepetition LP Agent, and no such consent shall be implied from any other action or inaction by the Prepetition LP Agent or the Prepetition LP Lenders.

18. Equities of the Case. Effective upon entry of the Initial Cash Collateral Order and in light of the subordination of their liens to the respective Carve-Outs, the Prepetition Secured Parties have been entitled to all benefits of Bankruptcy Code section 552(b), and the "equities of the case" exception under Bankruptcy Code section 552(b) does not apply to such parties with respect to the proceeds, product, offspring, or profits of any of their Prepetition Collateral.

19. Credit Bid Rights. The Prepetition Agents shall have the right to "credit bid" the Prepetition Inc. Obligations under the Prepetition Inc. Credit Agreement or the Prepetition LP Obligations under the Prepetition LP Credit Agreement, as applicable, during any sale of any of the Prepetition Inc. Collateral or Prepetition LP Collateral, as applicable, including, without limitation, in connection with sales occurring pursuant to Bankruptcy Code section 363 or included as part of any plan subject to confirmation under Bankruptcy Code section 1129.

20. Joint and Several Liability. Nothing in this Amended Final Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Inc. Obligors and the LP Obligors shall be jointly and severally liable for their respective obligations hereunder. Notwithstanding the foregoing, the Inc. Obligors shall not be liable for the LP Obligations and the LP Obligors shall not be liable for the Inc. Obligations; provided, however, that LightSquared Inc. shall be liable for both the Inc.

Obligations and the LP Obligations consistent with the terms of the Prepetition Facilities and this Amended Final Order.

21. Reservation of Rights of Prepetition Secured Parties. Notwithstanding any other provision hereof, the grant to and acceptance by the Prepetition Secured Parties of adequate protection pursuant hereto shall in no way be construed as an acknowledgment by the Prepetition Secured Parties that they are in fact adequately protected. Solely to the extent that the Second Exclusivity Extension Order is breached by the Debtors, the Prepetition Secured Parties may seek Court approval to modify the grant of adequate protection provided hereby so as to provide different or additional adequate protection at any time, or seek Court approval to terminate use of Cash Collateral at any time; provided, however, that all rights of any party in interest to object to such modification of the grant of adequate protection provided hereby or to seek to use Cash Collateral on a nonconsensual basis are fully preserved. Except as expressly provided herein, nothing contained in this Amended Final Order (including without limitation, the authorization to use any Prepetition Collateral, including Cash Collateral) shall impair or modify any rights, claims, or defenses available in law or equity to the Prepetition Secured Parties, including the Ad Hoc LP Secured Group. Nothing in this Amended Final Order shall be construed as a finding that the Prepetition LP Lenders or the Prepetition Inc. Lenders are adequately protected, it being understood that the use of their Prepetition Collateral, including Cash Collateral, hereunder is consensual.

22. Modification of the Automatic Stay. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Amended Final Order, including, without limitation, to (a) permit the Debtors to grant the Adequate Protection Liens and the Section 507(b) Claims, (b) permit the Debtors to

perform such acts as the Prepetition Agents may request in their sole discretion to assure the perfection and priority of the liens granted herein, (c) permit the Debtors to incur all liabilities and obligations to the Prepetition Secured Parties under this Amended Final Order, and (d) authorize the Debtors to pay, and the Prepetition Agents to retain and apply, payments made in accordance with the terms of this Amended Final Order.

23. Master Proofs of Claim.

(a) To facilitate the processing of claims, to ease the burden upon this Court, and to reduce any unnecessary expense to the Debtors' estates, (i) the Prepetition Inc. Agent is authorized (but not required) to file a single master proof of claim (a "Master Proof of Claim"), on behalf of itself and the Prepetition Inc. Lenders, on account of their claims arising under the Prepetition Inc. Credit Agreement against LightSquared Inc. only, and (ii) the Prepetition LP Agent is authorized (but not required) to file a Master Proof of Claim, on behalf of itself and the Prepetition LP Lenders, on account of their claims arising under the Prepetition LP Credit Agreement against LightSquared LP only.

(b) Upon filing of a Master Proof of Claim by the Prepetition Inc. Agent and/or the Prepetition LP Agent, as applicable, the Prepetition Inc. Agent and/or the Prepetition LP Agent, as applicable, and each of their respective successors and assigns shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of the Inc. Obligors and the LP Obligors, as applicable, arising under the Prepetition Inc. Agreement and the Prepetition LP Agreement, as applicable. The claims (as defined in section 101 of the Bankruptcy Code) of the Prepetition Inc. Agent and/or the Prepetition LP Agent, as applicable, the Prepetition Inc. Lenders and/or the Prepetition LP Lenders, as applicable, and each of their respective successors and assigns named in the Master

Proof of Claim shall be allowed as if each such entity had filed a separate proof of claim in each of the Chapter 11 Cases of the Inc. Obligors and the LP Obligors, as applicable, in the amount set forth in the Master Proof of Claim; provided, however, that the Prepetition Inc. Agent and/or the Prepetition LP Agent, as applicable, may, but shall not be required to, amend the Master Proof of Claim from time to time to, among other things, reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from any transfer of any such claims.

(c) The provisions set forth in paragraphs (a) and (b) above are intended solely for the purpose of administrative convenience and, except to the extent set forth herein or therein, neither the provisions of this paragraph nor the Master Proof of Claim shall affect the substantive rights of the Debtors, the Committee, the Prepetition Agents, the other Prepetition Secured Parties, or any other party in interest or their respective successors in interest, including, without limitation, the right of each Prepetition Secured Party (or its successor in interest) to vote separately on any plan of reorganization proposed in these Chapter 11 Cases.

24. No Control. None of the Prepetition LP Secured Parties are control persons or insiders of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the Prepetition LP Loan Facility and/or any of the Prepetition Loan Documents or this Amended Final Order. None of the Prepetition Inc. Secured Parties (excluding the Prepetition Inc. Lenders that are affiliates of the Debtors) are control persons or insiders of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the Prepetition Inc. Credit Facility and/or any of the Prepetition Inc. Credit Documents or this Amended Final Order.

25. Amendment. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by, or on behalf of, all the Debtors, the Prepetition LP Agent, the Ad Hoc LP Secured Group, and the Prepetition Inc. Agent and approved by the Court after notice to parties in interest.

26. Binding Effect of Amended Final Order. Immediately upon execution by this Court, the terms and provisions of this Amended Final Order shall become valid and binding upon and inure to the benefit of the Debtors, the Prepetition Secured Parties, the Committee, any other court-appointed committee appointed in the Chapter 11 Cases, all other creditors of the Debtors, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Chapter 11 Cases, any Successor Cases, or upon the dismissal of any Chapter 11 Case or Successor Case.

27. Survival. The provisions of this Amended Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases or Successor Cases.

28. *Nunc Pro Tunc* Effect of this Amended Final Order. This Amended Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon execution thereof.

29. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Amended Final Order according to its terms.

New York, New York
Date: February __, 2013

Honorable Shelley C. Chapman
United States Bankruptcy Judge

Schedule 1

Budget

LightSquared LP Standalone Cash Flow Forecast - June 13, 2012 to June 30, 2013

($ in 000s)

	Quarter	2Q12			3Q12			4Q12			1Q13			2Q13		
	Month	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
	Beginning Cash Balance	264,394	199,848	195,392	185,752	172,593	155,543	140,592	128,315	113,825	97,172	84,694	69,970	52,402	40,295	28,466
	Sources															
	Satellite Revenue	3,670	2,534	2,784	3,706	2,661	2,854	3,798	2,595	2,711	2,397	2,440	2,585	3,578	2,471	2,714
	Terrestrial Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Interest Income	21	20	20	26	25	24	23	22	20	19	23	21	19	22	20
	Equity Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Debt Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Dividend or Loan from LP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Financing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Other	139	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Sources	**3,830**	**2,554**	**2,803**	**3,732**	**2,686**	**2,877**	**3,821**	**2,616**	**2,731**	**2,416**	**2,463**	**2,606**	**3,597**	**2,493**	**2,734**
	In-Orbit Insurance	862	-	-	-	862	-	-	3,155	-	-	-	-	-	-	-
	ISAT Coop Agmt	56,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1.6 GHz Lease & Related Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1.4 Ghz Lease	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	L-Band network infrastructure	239	25	2	70	35	35	35	35	35	35	35	35	35	35	35
	OSS / BSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	ERP	45	54	-	204	45	204	125	125	284	45	45	204	45	45	204
	Partner Enablement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Uses	GPS Marketing, TWG Related, Technology	395	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(OPEX)	Spectrum Management	-	150	125	100	100	100	100	100	100	100	100	100	100	100	100
	Staffing Related (entire company)	2,789	2,676	4,942	2,191	2,171	5,294	2,156	2,087	2,141	2,328	6,223	2,278	2,201	2,261	2,179
	Legal / Regulatory / Lobbying / Internatnl	5,998	911	1,176	1,882	1,637	1,234	2,099	1,226	1,184	1,141	1,193	1,193	1,193	1,141	1,193
	Contingency for Legal/Regul/Lobbying/ Int	-	46	59	94	82	62	105	61	59	57	60	60	60	57	60
	Facilities/Telecom	513	145	1,127	696	696	696	696	696	696	696	696	696	696	696	696
	G&A	562	494	(1,821)	363	396	339	475	440	419	294	443	5,760	332	494	539
	Funds from Inc to pay LP expenses (in Ch.11)	-	(2,000)	2,000	-	-	-	-	-	-	-	-	-	-	-	-
	Travel Expenses (entire company)	67	148	195	128	123	123	123	123	123	115	115	115	115	115	115
	Other Items	1,226	1,462	2,362	1,376	2,128	1,546	1,477	1,581	941	1,355	1,275	1,431	1,275	1,275	1,362
	Subtotal - USES (OPEX)	**68,946**	**4,111**	**10,166**	**7,104**	**8,275**	**9,632**	**7,390**	**9,628**	**5,981**	**6,165**	**10,184**	**11,871**	**6,052**	**6,219**	**6,483**
	Boeing Payments	14	125	-	-	-	-	-	-	-	-	-	-	2,025	-	-
	Launch Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Qualcomm	40	760	-	380	-	-	-	-	-	-	-	-	-	-	-
	Alcatel Lucent S-BTS	-	-	1,500	-	3,400	-	-	-	6,400	-	-	1,300	-	-	-
	HNS	309	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sprint	(2,333)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Uses	1.6 GHz related (other than spectrum)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(CAPEX)	Current Network Maintenance/Capex	-	-	-	250	-	250	-	500	-	625	-	-	625	-	-
	RAN (NSN)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Core	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Lab / NOC / System Integration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	BandRich	-	-	756	-	-	-	-	-	-	-	-	-	-	-	-
	AnyData	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Subtotal - USES (CAPEX)	**(1,970)**	**885**	**2,256**	**630**	**3,400**	**250**	**-**	**500**	**6,400**	**625**	**-**	**1,300**	**2,650**	**-**	**-**
Debt Service	Cash Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Related	Restructuring Prof exclud W&C / Blackstone	1,400	2,014	22	2,906	1,812	1,696	2,459	728	753	1,853	753	753	753	1,853	753
	LP Adequate Protection Payments	-	-	-	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250
	Total Uses	68,376	7,010	12,444	16,890	19,737	17,828	16,098	17,106	19,384	14,893	17,187	20,174	15,705	14,322	13,486
	Ending Cash Balance Cur Forecast	199,848	195,392	185,752	172,593	155,543	140,592	128,315	113,825	97,172	84,694	69,970	52,402	40,295	28,466	17,714

LightSquared LP Standalone Cash Flow Forecast - July 1, 2013 to December 31, 2013

($ in 000s)

	Quarter	3Q13			4Q13		
	Month	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
	Beginning Cash Balance	63,972	52,091	39,628	28,291	16,239	3,685
	Sources						
	Satellite Revenue	2,358	3,835	1,328	2,289	3,982	1,279
	Terrestrial Revenue	-	-	-	-	-	-
	Interest Income	7	7	5	4	2	1
	Equity Financing	-	-	-	-	-	-
	Debt Financing	-	-	-	-	-	-
	Harbinger Investment	-	-	-	-	-	-
	Dividend or Loan from LP	-	-	-	-	-	-
	Intra Inc. Group Transfers	-	-	-	-	-	-
	Financing Fees	-	-	-	-	-	-
	Other	-	-	-	-	-	-
	Total Sources	**2,365**	**3,841**	**1,333**	**2,293**	**3,984**	**1,280**
	In-Orbit / Launch Insurance	-	-	-	-	2,911	-
	ISAT Coop Agmt	-	-	-	-	-	-
	1.6 GHz Lease & Related Payments	-	-	-	-	-	-
	1.4 GHz Lease	-	-	-	-	-	-
	L-Band network infrastructure	12	12	12	12	12	12
	OSS / BSS	-	-	-	-	-	-
	ERP	22	137	22	22	180	22
	Partner Enablement	-	-	-	-	-	-
Uses	GPS Marketing, TWG Related, Technology	-	-	-	-	-	-
(OPEX)	Spectrum Management	100	100	100	100	100	100
	Staffing Related (entire company)	2,674	1,821	1,814	1,809	1,804	1,801
	Legal / Regulatory / Lobbying / International	1,118	1,058	1,331	1,753	1,054	1,064
	Contingency for Legal/Regul/Lobbying/ Int	56	53	67	88	53	53
	Facilities/Telecom	645	645	645	645	645	645
	G&A	286	286	286	421	286	396
	Funds from Inc to pay LP expenses (in Ch.11)	-	-	-	-	-	-
	Travel Expenses (entire company)	50	50	50	50	50	50
	Other Items	1,838	846	1,098	1,265	1,573	925
	Subtotal - USES (OPEX)	**6,800**	**5,008**	**5,424**	**6,163**	**8,667**	**5,067**
	Boeing Payments	-	3,425	-	-	-	-
	Launch Services	-	-	-	-	-	-
	Qualcomm	-	-	-	-	-	-
	Alcatel Lucent S-BTS	-	-	-	-	-	-
	HNS	-	-	-	-	-	-
	Sprint	-	-	-	-	-	-
Uses	1.6 GHz related (other than spectrum)	-	-	-	-	-	-
(CAPEX)	Current Network Maintenance/Capex	100	625	-	-	625	-
	RAN (NSN)	-	-	-	-	-	-
	Core	-	-	-	-	-	-
	Lab / NOC / System Integration	-	-	-	-	-	-
	BandRich	-	-	-	-	-	-
	AnyData	-	-	-	-	-	-
	Subtotal - USES (CAPEX)	**100**	**4,050**	**-**	**-**	**625**	**-**
Debt Service	Cash Interest	**-**	**-**	**-**	**-**	**-**	**-**
Restructuring	Restructuring Prof exclud W&C / Blackstone	1,096	996	996	1,932	996	996
Related	LP Adequate Protection Payments	6,250	6,250	6,250	6,250	6,250	6,250
Total Uses		14,246	16,304	12,670	14,346	16,538	12,313
Ending Cash Balance Cur Forecast		**52,091**	**39,628**	**28,291**	**16,239**	**3,685**	**(7,348)**
Cash at TMI		11,447	11,447	11,447	11,447	11,447	11,447
Ending Cash Balance including Cash at TMI		63,538	51,075	39,738	27,686	15,133	4,099