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

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

NOTICE OF FILINGS IN CONNECTION WITH HEARING ON (I) PROPOSED 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 AND (II) AMENDED DIP AGREEMENT

PLEASE TAKE NOTICE that, on June 20, 2012, LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, “LightSquared”) filed the Motion for Interim and Final Orders, 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,

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal or foreign tax or registration identification number, are: LightSquared Inc. (8845), LightSquared Investors Holdings Inc. (0984), One Dot Four Corp. (8806), One Dot Six Corp. (8763), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), Lightsquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the debtors’ corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.



(c) Granting Adequate Protection, (d) Modifying Automatic Stay, and (e) Scheduling a Final Hearing [Docket No. 147] (the “Motion”).²

PLEASE TAKE FURTHER NOTICE that, on June 27, 2012, LightSquared adjourned the hearing on the Motion from June 28, 2012 at 12:00 p.m. (prevailing Eastern time) to July 17, 2012 at 10:00 a.m. (prevailing Eastern time) (the “Final Hearing”), pursuant to the Notice of Adjourned Hearing for LightSquared’s Motion for Interim and Final Orders, 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, (d) Modifying Automatic Stay, and (e) Scheduling a Final Hearing [Docket No. 153], and is seeking approval of the Motion on a final basis at the Final Hearing.

PLEASE TAKE FURTHER NOTICE that, in connection with the Final Hearing, LightSquared hereby attaches (i) a blackline of the proposed 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 as Exhibit A hereto marked against the proposed Interim Order filed with the Motion and (ii) a blackline of the amended DIP Agreement as Exhibit B hereto marked against the DIP Agreement filed with the Motion.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

New York, New York
Dated: July 3, 2012

Respectfully submitted,

/s/ Matthew S. Barr

Matthew S. Barr

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Counsel to Debtors and Debtors in Possession

Exhibit A

Blackline of Proposed Final Order

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

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

**INTERIMFINAL 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
~~STAY, AND (E) SCHEDULING FINAL HEARING~~**

Upon the motion (the “Motion”) of LightSquared Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), seeking entry of ~~an interim order (the “Interim Order”)~~ and a final order (the “Final Order”); under sections 105, 361, 362, 363(c), 364(d), 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*:

(i) authorizing One Dot Six Corp. (the “DIP Borrower”) to obtain, and LightSquared Inc., One Dot Four Corp., and One Dot Six TVCC Corp. (collectively, the “DIP

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

Guarantors” and, together with the DIP Borrower, the “Inc. Obligors”) to unconditionally guaranty jointly and severally the DIP Borrower’s obligations in respect of, secured, priming superpriority postpetition financing (the “DIP Facility”) pursuant to the terms and conditions of that certain Debtor in Possession Credit Agreement (as may be amended, supplemented, restated, or otherwise modified from time to time, the “DIP Agreement”) by and among the Inc. Obligors, U.S. Bank National Association, as Arranger, Administrative Agent, and Collateral Agent (in such capacity, together with its successors in such capacity, the “DIP Agent”), for and on behalf of itself and the other lenders party thereto from time to time (collectively, including the DIP Agent, the “DIP Lenders”), substantially in the form of Exhibit A attached to the Motion;

(ii) authorizing the Inc. Obligors to execute and deliver, and perform under, the DIP Agreement and other related loan documents (collectively with all documents comprising the DIP Facility, [including the Loan Documents \(as defined in the DIP Agreement\) and the Budget \(as defined below\)](#), the “DIP Documents”) and to perform such other acts as may be necessary or desirable in connection with the DIP Documents;

(iii) granting to the DIP Agent and the DIP Lenders allowed superpriority administrative expense claims in each of the Inc. Obligors’ Chapter 11 Cases and any of the Inc. Obligors’ Successor Cases (as defined herein) for the DIP Facility and all obligations owing thereunder and under the DIP Documents (collectively, and including all “Obligations” as defined in the DIP Agreement, the “DIP Obligations”), subject to the priorities set forth in paragraph 8 below;

(iv) granting to the DIP Agent, for the benefit of itself and the DIP Lenders, automatically perfected priming security interests in and liens on all of the DIP Collateral

Corp. (0040). The location of the debtors’ corporate headquarters is 450 Park Avenue, Suite 2201, New York, NY 10022.

(as defined herein), including, without limitation, all property constituting “cash collateral” (as defined in Bankruptcy Code section 363(a), “Cash Collateral”), which liens shall be subject to the limitations and priorities set forth in paragraph 7 below;

(v) authorizing and directing the Inc. Obligors to pay the principal, interest, fees, expenses, and other amounts payable under each of the DIP Documents as they become due, including, without limitation, closing fees, servicing fees, administrative agent’s fees, the fees and disbursements of the DIP Agent’s and DIP Lenders’ attorneys and advisors, and other consultants, all to the extent provided by, and in accordance with, the terms of this ~~Interim~~Final Order and the DIP Documents;

(vi) providing adequate protection to the Prepetition Inc. Agent and Prepetition Inc. Lenders, for any Diminution in Value (as defined herein) of their respective interests in the Prepetition Inc. Collateral (as defined herein); and

(vii) vacating and modifying the automatic stay imposed by Bankruptcy Code section 362 solely to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this ~~Interim~~Final Order; ~~and,~~

~~(viii) scheduling, pursuant to Bankruptcy Rule 4001, a final hearing (the “Final Hearing”) to consider the relief requested in the Motion and approving the form of notice with respect to the Final Hearing.~~

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* [ECF No. 3], the exhibits and schedules attached thereto, and the evidence submitted or proffered and the arguments of

counsel made at the hearing ~~to consider the relief requested in~~ on the Motion held on ~~an interim-~~
~~basis~~ July 17, 2012 (the “~~Interim-Hearing~~”) ~~on June 28, 2012~~; and adequate notice of the ~~Interim~~
Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(c), and (d) and
9014; and the ~~Interim-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 and to the entry
of this Final Order approving the Motion and the DIP Documents having been withdrawn,
resolved, or overruled by the Court; and it appearing to the Court that granting the relief
requested is fair and reasonable and in the best interests of the Inc. Obligors, their estates, and
their stakeholders, and is essential for the continued operation of the Inc. Obligors’ businesses;
and adequate protection being provided on account of the interests in and liens on property of the
estates on which liens are granted; and after due deliberation and consideration, and for good and
sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE ~~INTERIM~~-HEARING BY THE INC.
OBLIGORS, 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 Bankruptcy Code sections 1107(a)
and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases.

C. Jurisdiction and 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 Bankruptcy Code section 1102.

E. Debtors’ Stipulations. Subject to paragraph 31 of this ~~Interim~~Final Order, the Debtors (on behalf of and for themselves and their estates) admit, stipulate, acknowledge, and agree that (collectively, paragraphs E(i) through E(~~iii~~iv) below are referred to herein as the “Debtors’ Stipulations”):

(i) Prepetition Inc. Credit Facility. Pursuant to that certain Credit Agreement, dated as of July 1, 2011 (as amended, supplemented, 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”), 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” and together with the Prepetition Inc. Lenders, the “Prepetition Inc. Secured Parties”), the Prepetition Inc. Lenders provided term loans to or for the benefit of LightSquared Inc. (the “Prepetition Inc. Credit Facility”).

(ii) 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 Documents (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, including default 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"). Interest on the Prepetition Inc. Obligations shall be deemed to have accrued ~~and shall accrue~~ from the Petition Date to July 12, 2012 at the default rate of 17% and from and after July 13, 2012 at the default rate of 20%.

(iii) *Prepetition Inc. Collateral.* To secure the Prepetition Inc. Obligations, the Inc. Obligors granted to the Prepetition Inc. Agent for the benefit of itself and 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),² (c) the capital stock of each Prepetition Inc. Subsidiary Guarantor, and (d) all proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to any Debtor with respect to any 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.

² Although the One Dot Four Lease was terminated, the Prepetition Inc. Agent retains a first priority security interest in any rights and benefits that may have accrued, or may accrue, thereunder.

(iv) *Validity, Perfection, and Priority of Prepetition Inc. Liens and Prepetition*

Inc. Obligations. (a) As of the Petition Date, the Prepetition Inc. Liens on the Prepetition Inc. Collateral were valid, binding, enforceable, non-avoidable, and properly perfected, subject only to certain 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, the “Permitted Prior Liens”),³ (b) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Inc. Liens or the Prepetition Inc. Obligations exist, and no portion of the Prepetition Inc. Liens or Prepetition Inc. Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (except as provided in the subordination agreement among the Prepetition Inc. Lenders) pursuant to the Bankruptcy Code or applicable non-bankruptcy law, (c) the Debtors and their estates have no claims, objections, challenges, causes of actions, and/or choses in action, including, without limitation, avoidance claims under chapter 5 of the Bankruptcy Code, against any of the Prepetition Inc. Agent, the Prepetition Inc. Lenders, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees in respect of the Prepetition Inc. Obligations or Prepetition Inc. Liens, (d) as of the Petition Date, the value of the Prepetition Inc. Collateral securing the Prepetition Inc. Obligations exceeded the amount of those obligations, and accordingly the Prepetition Inc. Obligations are allowed secured claims within the meaning of Bankruptcy Code section 506, in a principal amount of not less than

³ The Permitted Prior 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 Permitted Prior 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, if any, to challenge the validity, priority, perfection or extent of any such Permitted Prior Liens and/or security interest.

\$322,333,494, together with accrued and unpaid interest, fees (including, without limitation, attorneys' fees and related expenses), and any and all other charges of whatever nature owing in respect of such Prepetition Inc. Obligations, and (e) any payments made on account of the Prepetition Inc. Obligations to or for the benefit of the Prepetition Inc. Agent or the Prepetition Inc. Lenders prior to the Petition Date were on account of amounts in respect of which the Prepetition Inc. Agent and the Prepetition Inc. Lenders were oversecured, were payments out of the Prepetition Inc. Collateral, and such payments did not diminish any property otherwise available for distribution to unsecured creditors.

F. Findings Regarding the Postpetition Financing.

(i) *Need for Postpetition Financing.* Since the Petition Date, the Inc. Obligors have been temporarily funding their businesses through the use of cash (the "Unencumbered Cash") in the approximate amount of \$15 million, ~~held by the Inc. Obligors,~~ that is not encumbered by any prepetition liens or claims by the Prepetition Inc. Secured Parties or any other parties while awaiting a consensual resolution of, or entry of an order approving, their motion for authorization to use prepetition collateral, including the Prepetition Inc. Collateral [ECF No. 13], for which the Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay [ECF No. 136] (the "Cash Collateral Order") was entered by the Court on June 13, 2012. Notwithstanding the Unencumbered Cash, the Inc. Obligors will not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business throughout the Chapter 11 Cases without the DIP Facility. Accordingly, the Inc. Obligors need to obtain credit pursuant to the DIP Facility has been, and continues to be, immediate and critical in order to enable the Inc. Obligors to continue

operations and to administer and preserve the value of their estates. The ability of the Inc. Obligors to finance their build-out ~~and~~, make necessary lease payments, and administer these Chapter 11 Cases requires the availability of working capital from the DIP Facility, the absence of which would immediately and irreparably harm the Inc. Obligors, their estates, their creditors, and equity holders, and the possibility for a successful reorganization.

(ii) *No Credit Available on More Favorable Terms.* Given their current financial condition, financing arrangements, and capital structure, the Inc. Obligors have been unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP Facility. The Inc. Obligors have been unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Inc. Obligors have also been unable to obtain credit (a) having priority over that of administrative expenses of the kind specified in Bankruptcy Code sections 503(b), 507(a), and 507(b), (b) secured by a lien on property of the Inc. Obligors and their estates that is not otherwise subject to a lien, or (c) secured solely by a junior lien on property of the Inc. Obligors and their estates that is subject to a lien. Financing on a postpetition basis is not otherwise available without granting the DIP Agent, for the benefit of itself and the DIP Lenders, (1) perfected, priming security interests in and liens on (each as provided herein) all of the Inc. Obligors' existing and after-acquired assets with the limitations and priorities set forth in paragraph 7 hereof, (2) superpriority claims with the priorities set forth in paragraph 8, and (3) the other protections set forth in this ~~Interim~~Final Order.

(iii) *Priming of the Prepetition Inc. Liens.* The priming of the Prepetition Inc. Liens pursuant to Bankruptcy Code section 364(d) as further described below, enabled the Inc. Obligors to obtain the DIP Facility and will enable the Inc. Obligors to continue to operate their

businesses for the benefit of their estates and creditors. The Prepetition Inc. Agent and Prepetition Inc. Lenders consent to such priming liens only on the terms set forth herein and in the DIP Documents and are entitled to receive adequate protection as set forth in this ~~Interim~~Final Order, pursuant to Bankruptcy Code sections 361, 363, and 364, for any diminution in the value of their interests in the Prepetition Inc. Collateral resulting from, among other things, the subordination to the Carve-Out (as defined herein), and to the DIP Liens, the Inc. Obligors' use, sale, or lease of such Prepetition Inc. Collateral, and the imposition of the automatic stay (collectively, and solely to the extent of any such diminution in value, the "Diminution in Value").

(iv) *Use of Proceeds of the DIP Facility.* As a condition to the entry into the DIP Documents and the extension of credit under the DIP Facility, the DIP Agent, and DIP Lenders required, and the Inc. Obligors agreed, that (a) this ~~Interim~~Final Order would supersede the Cash Collateral Order in all respects as such Cash Collateral Order pertains to the Prepetition Inc. Facility, the Prepetition Inc. Obligations, the Prepetition Inc. Liens, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders,⁴ and (b) proceeds of the DIP Facility shall be used in a manner consistent with the terms and conditions of the DIP Documents including any covenant (the "Budget Compliance Covenant") contained therein pertaining to compliance with the Budget attached hereto as Schedule 1 (as the same may be modified from time to time in accordance with paragraph 10 of this ~~Interim~~Final Order and the DIP Documents, the "Budget"). For the avoidance of doubt, the use of Unencumbered Cash ~~and the payment of professional fees and expenses of the Inc. Obligors, the DIP Agent, the DIP Lenders, and the Prepetition Inc.~~ ~~Secured Parties~~ shall be excluded for purposes of determining compliance with the Budget.

⁴ For the avoidance of doubt, in all other respects, the Cash Collateral Order remains in full force and effect.

G. Application of Proceeds of Collateral. As a condition to the entry into the DIP Documents, the extension of credit under the DIP Facility and the authorization to use the Prepetition Inc. Collateral, the Inc. Obligors agreed that the Inc. Obligors shall apply the proceeds of DIP Collateral as set forth in the DIP Documents.

H. Adequate Protection. The Prepetition Inc. Agent, on behalf of itself and the other Prepetition Inc. Lenders, is entitled to receive adequate protection pursuant to Bankruptcy Code sections 361, 362, 363, and 364 for any Diminution in Value. As adequate protection, the Prepetition Inc. Agent, on behalf of itself and the Prepetition Inc. Lenders, has agreed and consented to the use of the Prepetition Inc. Collateral on the terms set forth herein, including in exchange for (a) the Adequate Protection Liens, (b) the Adequate Protection Superpriority Claims, and (c) the Adequate Protection Payments (each as defined herein); provided, however, that to the extent the Prepetition Inc. Agent and other Prepetition Inc. Lenders are entitled to the payments provided as Adequate Protection Payments under Bankruptcy Code section 506(b), this ~~Interim~~Final Order shall not in any way impair such entitlement.

I. Sections 506(c) and 552(b). In light of (a) the DIP Agent's and DIP Lenders' agreement to subordinate their liens and superpriority claims to the Carve-Out and to the current payment of administrative expenses of the Inc. Obligors' estates in accordance with the Budget and Budget Compliance Covenant and (b) the Prepetition Inc. Agent's and Prepetition Inc. Lenders' agreement to subordinate their liens and superpriority claims to the Carve-Out, DIP Liens, and DIP Superpriority Claims (each capitalized term as defined herein), each of the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders, are entitled to a waiver of (a) any "equities of the case" claims under Bankruptcy Code section 552(b), and (b) the provisions of Bankruptcy Code section 506(c).

J. Good Faith of the DIP Agent and the DIP Lenders.

(i) *Willingness to Provide Financing.* The DIP Lenders each have indicated a willingness to provide financing to the Inc. Obligors subject to (a) the entry of this ~~Interim Order~~ ~~and the~~ Final Order, (b) approval of the terms and conditions of the DIP Facility and the DIP Documents, and (c) entry of findings by this Court that such financing is essential to the Inc. Obligors' estates, that the DIP Agent and DIP Lenders are extending credit to the Inc. Obligors pursuant to the DIP Documents in good faith, and that the DIP Agent's and DIP Lenders' claims, superpriority claims, security interests, liens, rights, and other protections granted pursuant to this ~~Interim~~ Final Order and the DIP Documents will have the protections provided in Bankruptcy Code section 364(e) and will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of this ~~Interim~~ Final Order or any other order of a court having jurisdiction over these cases.

(ii) *Business Judgment and Good Faith Pursuant to Bankruptcy Code Section 364(e).* The terms and conditions of the DIP Facility and the DIP Documents, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available to the Inc. Obligors under the circumstances, reflect the Inc. Obligors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. The DIP Facility and the use of the Prepetition Inc. Collateral were negotiated in good faith and at arms' length among the Inc. Obligors, DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders. All extensions of credit under the DIP Facility shall be deemed to have been so allowed, advanced, made, used, or extended in good faith, and for valid business purposes and uses within the meaning of Bankruptcy Code section 364(e). Accordingly, the DIP Agent and DIP Lenders are entitled to the protection and benefits of Bankruptcy Code

section 364(e) and this ~~Interim~~Final Order and will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of this ~~Interim~~Final Order or any other order of a court having jurisdiction over these Chapter 11 Cases.

K. 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 Inc. Obligors, their estates, and their creditors and equity holders, as its implementation will, *inter alia*, provide the Inc. Obligors with the necessary liquidity to (a) minimize the disruption to the Inc. Obligors' businesses and ongoing operations, (b) preserve and maximize the value of the Inc. Obligors' estates for the benefit of all the Inc. Obligors' creditors and equity holders, and (c) avoid immediate and irreparable harm to the Inc. Obligors², their estates, their creditors, and equity holders, their businesses, their employees, and their assets.

~~L. Final Hearing. At the Final Hearing, the Debtors will seek final approval of the proposed postpetition financing arrangements and use of the Prepetition Inc. Collateral pursuant to the proposed Final Order, which shall be in form and substance acceptable to the Inc. Obligors, the DIP Agent, the DIP Lenders, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders, notice of which Final Hearing and Final Order will be provided in accordance with this Interim Order.~~

L. ~~M.~~Notice. Notice of the ~~Interim~~-Hearing and the relief requested in the Motion has been provided by the Debtors by electronic mail, facsimile, regular or overnight mail, and/or hand delivery 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 agents under the Debtors' prepetition credit facilities, (d) counsel to the ad hoc secured group of prepetition lenders to LightSquared LP (the "Ad Hoc LP Secured Group"),

(e) counsel to Harbinger Capital Partners (“Harbinger”), (f) the Internal Revenue Service, (g) the United States Attorney for the Southern District of New York, (h) the Federal Communications Commission (the “FCC”), (i) Industry Canada, and (j) all parties having filed a request for notice under Bankruptcy Rule 2002. Under the circumstances, such notice of the ~~DIP~~-Motion, the relief requested therein, and the ~~Interim~~-Hearing complies with Bankruptcy Rule 4001(c) and (d) and the Local Rules, and no other notice need be provided for entry of this ~~Interim~~Final Order.

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

IT IS HEREBY ORDERED that:

1. ~~Interim~~Financing Approved. The Motion is granted on a final basis as set forth herein, ~~the Interim Financing (as defined below) pursuant to~~ the DIP Facility is authorized and approved, and the grant of adequate protection for the consensual use of the Prepetition Inc. Collateral is authorized ~~on an interim basis~~, subject to the terms and conditions set forth in this ~~Interim~~Final Order.

2. Objections Overruled. All objections to the ~~Interim Financing~~Motion and entry of this ~~Interim~~Final Order, to the extent not withdrawn or resolved, are hereby overruled.

DIP Facility Authorization

3. Authorization of the DIP Financing and DIP Documents. The DIP Documents are hereby approved on a final basis. The Inc. Obligors are expressly and immediately authorized and empowered on a final basis to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this ~~Interim~~Final Order and the DIP Documents and, to the extent applicable, execute and deliver any and all instruments and documents which may be required or necessary for the performance by the Inc. Obligors under the DIP Facility and the creation and perfection of the DIP Liens described in and provided for by this ~~Interim~~Final Order and the DIP

Documents. The Inc. Obligors are authorized and directed on a final basis to indefeasibly pay the principal, interest, fees, out-of-pocket expenses, and other amounts described in the DIP Documents (including the Exit Fee and Up-Front Fee, each as defined in the DIP Documents) as such become due and payable without need to obtain further Court approval, all to the extent provided in the DIP Documents, including, without limitation, closing fees, administrative agent's fees, and the fees and disbursements of the DIP Agent's and DIP Lenders' attorneys, advisers, and other consultants. 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 Inc. Obligors 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, the Prepetition Inc. Agent, the Prepetition LP Agent (as defined below), Harbinger, the Committee (if any), and the U.S. Trustee. Any and all payments or proceeds remitted to the DIP Agent pursuant to the provisions of this ~~Interim~~Final Order or any subsequent order of this Court shall be received free and clear of any claim, charge, assessment, or other liability. All collections and proceeds of the DIP Collateral or Prepetition Inc. Collateral, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this ~~Interim~~Final Order and the DIP Documents. The DIP Documents evidence the valid and binding obligations of the Inc. Obligors, which obligations shall be enforceable against each of the Inc. Obligors and their estates in accordance with the terms of the DIP Documents. The

failure specifically to include any particular provisions of the DIP Documents in this

~~Interim~~Final Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the DIP Documents be authorized and approved in their entirety.

4. Authorization to Borrow. Until the earlier of (a) the Maturity Date (as defined in the DIP Agreement) and (b) the termination of obligations under the DIP Documents by the DIP Agent upon the occurrence and during the continuation of an Event of Default (as defined herein) (such earlier date, the "Termination Date"), and subject to the terms, conditions, and limitations on availability, set forth in the DIP Documents, DIP Facility, and this ~~Interim~~Final Order, the Inc. Obligors are authorized and directed to request extensions of credit under the DIP Facility of up to the principal amount of \$~~10~~41.4 million (excluding any up-front fees paid in kind), which shall be used solely ~~by the Borrower (and not advanced to any DIP Guarantors)~~ in accordance with the Budget ~~(the "Interim Financing").~~

5. DIP Obligations. The DIP Documents and this ~~Interim~~Final Order shall constitute and evidence the validity and binding effect of the Inc. Obligors' DIP Obligations, which DIP Obligations shall be enforceable against the Inc. Obligors, their estates and any successors thereto, including, without limitation, any trustee or other estate representative appointed in the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, "Successor Cases"). The DIP Obligations will include all loans, and any other indebtedness or obligations, contingent or absolute, which from time to time shall be owing by any of the Inc. Obligors to the DIP Agent or DIP Lenders under the DIP Documents, including, without limitation, all principal, accrued interest, costs, fees, expenses, and other amounts owed pursuant to the DIP Documents; provided that the guarantee by LightSquared Inc.

shall be limited to the amount of DIP Facility proceeds distributed, lent, or otherwise provided to LightSquared Inc. by One Dot Six Corp., One Dot Four Corp., or One Dot Six TVCC Corp. The DIP Obligations shall be due and payable, without notice or demand on the Termination Date.

6. DIP Liens and DIP Collateral. Pursuant to Bankruptcy Code sections 361, 362, 364(c)(2), 364(c)(3), and 364(d), the Inc. Obligors hereby grant the DIP Agent, for the benefit of itself and the DIP Lenders and on a final basis, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected priming, postpetition security interests in and liens (the “DIP Liens”) on any and all presently owned and hereafter acquired personal property, real property, and other assets of the Inc. Obligors, whether owned or consigned by or to, or leased from or to the Inc. Obligors, (collectively, the “DIP Collateral”)⁴⁵, including, without limitation, all (a) Prepetition Inc. Collateral, (b) accounts, (c) books, (d) chattel paper, (e) deposit accounts, (f) equipment and fixtures, (g) general intangibles, (h) inventory, (i) investment related property, (j) negotiable collateral, (k) supporting obligations, (l) commercial tort claims, (m) money, cash and cash equivalents, (n) all leases and leasehold interests, (o) owned real property, (p) all unencumbered assets, including proceeds of any and all lawsuits or causes of action, (q) all proceeds of bankruptcy avoidance actions, (r) patents, (s) trademarks, (t) copyrights, and (u) proceeds; provided, however, that the (1) DIP Liens shall only attach to the assets of LightSquared Inc. in the amount equal to the amount of the proceeds of the DIP Facility distributed, lent, or otherwise provided to LightSquared Inc. by One Dot Six, Corp., One Dot Four Corp., or One Dot Six TVCC Corp. and (2) DIP Collateral does not include assets of LightSquared Inc. in excess of the amount of the proceeds of the DIP Facility distributed, lent, or otherwise provided to LightSquared Inc. by One Dot Six Corp., One Dot Four Corp., or One Dot

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= All terms not specifically defined in the description of DIP Collateral shall have the meanings ascribed to such terms in Article 8 or 9 of the Uniform Commercial Code, as applicable.

Six TVCC Corp. ~~For the avoidance of doubt~~ Notwithstanding any other term of this Final Order, the DIP Collateral does not include any assets encumbered by the liens securing the obligations under that certain Credit Agreement, dated as of October 1, 2010, between LightSquared LP, as borrower, LightSquared Inc. and the other parent guarantors party thereto (the "Prepetition LP Parent Guarantors"), the subsidiary guarantors party thereto (the "Prepetition LP Subsidiary Guarantors") and together with the Prepetition LP Parent Guarantors, the "LP Guarantors"), the lenders party thereto, and UBS AG, Stamford Branch, as administrative agent (the "Prepetition LP Agent"); or any other assets or property of the LP Guarantors (other than Unencumbered Cash held by LightSquared Inc. and any other unencumbered assets of LightSquared Inc.).

7. DIP Lien Priority. Pursuant to Bankruptcy Code sections 361, 362, 364(c)(2), 364(c)(3), and 364(d), the DIP Liens securing the DIP Obligations shall be junior to the (a) Carve-Out and (b) Permitted Prior Liens, and shall otherwise be senior in priority and superior to any other security, mortgage, collateral interest, lien, or claim on or to any of the DIP Collateral. Other than as set forth herein, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Inc. Obligors' Chapter 11 Cases or any Successor Cases. The DIP Liens shall be valid and enforceable against any trustee or other estate representative appointed in the Inc. Obligors' Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Inc. Obligors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code (or in any other Successor Case), and/or upon the dismissal of any of the Inc. Obligors' Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to Bankruptcy Code sections 506(c), 510, 549, or 550. No lien or interest avoided and preserved for the benefit of any estate pursuant to Bankruptcy Code section 551 shall be

made *pari passu* with or senior to the DIP Liens.

8. DIP Superpriority Claims. Pursuant to Bankruptcy Code section 364(c)(1), the Inc. Obligors hereby grant the DIP Agent, for the benefit of itself and the DIP Lenders, an allowed superpriority administrative expense claim in each of the Inc. Obligors' Chapter 11 Cases and any Successor Cases (collectively, the "DIP Superpriority Claims") for all DIP Obligations. For the avoidance of doubt, the DIP Superpriority Claims (a) shall extend to proceeds of any avoidance actions or claims arising under chapter 5 of the Bankruptcy Code with respect to the Inc. Obligors (the "Inc. Avoidance Actions") and (b) solely with respect to LightSquared Inc., shall be limited to the amount of the proceeds of the DIP Facility distributed, lent, or otherwise provided to LightSquared Inc. by One Dot Six Corp., One Dot Four Corp., or One Dot Six TVCC Corp.; provided, however, that the DIP Agent and DIP Lenders shall only have recourse to the proceeds of the Inc. Avoidance Actions if the DIP Collateral is insufficient to repay the DIP Obligations. The DIP Superpriority Claims shall be subordinate only to the Carve-Out, and shall (x) otherwise have priority over any and all administrative expenses and unsecured claims against the Inc. Obligors or their estates in any of their Chapter 11 Cases and any Successor Cases, at any time existing or 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), 506(c), 507(a), 507(b) (except as set forth herein), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114, and any other provision of the Bankruptcy Code, except as set forth herein, and (y) at all times be senior to the rights of the Inc. Obligors and their estates, and any successor trustee or other estate representative to the extent permitted by law.

9. No Obligation to Extend Credit. None of the DIP Agent or DIP Lenders shall have

any obligation to make any loan or advance under the DIP Documents, unless all of the conditions precedent to the making of such extension of credit under the applicable DIP Documents and this ~~Interim~~Final Order have been satisfied in full or waived by the DIP Agent and the DIP Lenders, each in its sole discretion.

10. Use of DIP Facility Proceeds. From and after the Petition Date, the Inc. Obligors shall use advances of credit under the DIP Facility only for the purposes specifically set forth in this ~~Interim~~Final Order, the DIP Documents and in compliance with the Budget, subject to the Permitted ~~Variance~~Variance (as defined herein), to the extent set forth in the DIP Documents and this ~~Interim~~Final Order. Notwithstanding any first-day orders or other order of this Court entered authorizing the Inc. Obligors to pay any prepetition or other expenses, all such payments shall be made in accordance with the Budget, subject to the Permitted ~~Variance~~Variance and the exceptions to the Permitted ~~Variance~~Variance, to the extent required in the DIP Documents and this ~~Interim~~Final Order.

(a) *Budget Maintenance*. The Inc. Obligors may use the DIP Facility ~~Proceeds~~proceeds in excess of the amount set forth in the Budget for any particular expenditure line item so long as the percentage deviation for all operating expenditure line items during any two-month period shall not exceed twenty percent (20%) (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 ~~Interim~~Final Order); provided, that, for the avoidance of doubt, the use of Unencumbered Cash ~~and the payment of professional fees and expenses of the Inc. Obligors, the DIP Agent, the DIP Lenders, and the Prepetition Inc. Secured Parties~~ shall be excluded for purposes of determining compliance with the Budget. Nothing herein shall prevent the accrual of professional fees in

excess of the amount included in the Budget plus the Permitted Variance.

(b) *Budget Information.* On Wednesday or (in the event such Wednesday is not a business day, the first business day thereafter) of each week, the Inc. Obligors will provide the DIP Agent, the DIP Lenders ~~and~~, the Prepetition LP Agent, their respective advisors, and counsel to the Ad Hoc LP Secured Group, with cash balances as of the last day of the prior week. On the tenth (10th) day of each month or the first business day thereafter, the Debtors will provide the DIP Agent, the DIP Lenders ~~and~~, the Prepetition LP Agent, their respective advisors, and counsel to the Ad Hoc LP Secured Group with (i) a reconciliation of revenues generated and expenditures made during the prior month and cumulatively during the Chapter 11 Cases, together with a comparison of such amounts to the amounts projected in the Budget and (ii) an update of the Budget through June 2013 (for forecasting and informational purposes only). In addition, the Debtors shall provide the DIP Agent and the DIP Lenders with all financial information made available to the Prepetition LP Agent or Ad Hoc LP Secured Group pursuant to the Cash Collateral Order.

(c) *Budget Modification.* The Budget and any modification to, or amendment or update of, the Budget shall be in form and substance acceptable to and approved by the Inc. Obligors, the DIP Agent, and the DIP Lenders, each in its sole discretion.

11. FCC Information. The Debtors shall provide certain professionals (the “Agreed Professionals”) from Akin Gump Strauss Hauer & Feld and Houlihan Lokey (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 any potential uses for the spectrum leased pursuant to the One Dot Six Lease, and matters reasonably related thereto. In addition, the Debtors will provide the Agreed Professionals with 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 any potential uses for the spectrum leased pursuant to the One Dot Six Lease, 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 DIP Agent and the DIP Lenders 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 DIP 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.

12. Amendment of the DIP Documents. The Inc. Obligors are authorized and empowered, without further notice and hearing or approval of this Court, to amend, modify,

supplement, or waive any provision of the DIP Documents if (a) the amendment, modification, supplement, or waiver is (i) in accordance with the DIP Documents, (ii) beneficial to the Inc. Obligors, and (iii) not prejudicial in any material respect to the rights of third parties, (b) a copy (which may be provided through electronic mail or facsimile) of the amendment, modification, supplement, or waiver is provided to counsel for the Prepetition Inc. Agent, the Prepetition LP Agent, Harbinger, the Committee (if any), the Ad Hoc LP Secured Group, and the U.S. Trustee (collectively, the “Notice Parties”) upon five (5) business days’ notice and an opportunity to object, and (c) the amendment, modification, supplement, or waiver is filed with the Court; provided, however, (i) that consent of the ~~Prepetition Inc. Agent, the Prepetition LP Agent, the Committee (if any), or the U.S. Trustee~~ Notice Parties, and approval of the Court is not necessary to effectuate any such amendment, modification, or supplement. ~~No~~ and (ii) notwithstanding anything in the DIP Documents, the transfer of the DIP Loans to Harbinger or any of its affiliates must be approved by an order of the Court on regular notice (i.e., non-expedited) and an opportunity to object. Except as otherwise provided in this paragraph 12, no waiver, amendment, modification, supplement, or waiver of any of the provisions of any DIP Document shall be effective unless set forth in writing, signed on behalf of the Inc. Obligors, and with the necessary consents required under and executed in accordance with the DIP Documents, and approved by the Court on notice.

Use of Prepetition Inc. Collateral and Adequate Protection

13. Use of Prepetition Inc. Collateral. Subject to the terms and conditions of this ~~Interim~~ Final Order and the DIP Documents, the Prepetition Inc. Agent and the Prepetition Inc. Lenders consent to the Inc. Obligors’ use of the Prepetition Inc. Collateral until the Termination Date or as otherwise ordered by the Court. Nothing in this ~~Interim~~ Final Order shall authorize

the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Inc. Obligor's use of any Prepetition Inc. Collateral or other proceeds resulting therefrom, except as permitted in this ~~Interim~~Final Order.

14. Adequate Protection Liens.

(a) *Adequate Protection Liens.* Pursuant to Bankruptcy Code sections 361, 362, 363(e), and 364(d), 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 such interests in the Prepetition Inc. Collateral on account of, among other things, imposition of the priming DIP Liens on the Prepetition Inc. Collateral, the Carve-Out, the Inc. Obligors' use of the Prepetition Inc. Collateral, and the imposition of the automatic stay, the Inc. Obligors 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 Inc. Obligors 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 "Adequate Protection Liens"). For avoidance of doubt, the Prepetition Inc. Agent and the Prepetition Inc. Lenders shall not have an 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 LP Guarantors to the extent not Prepetition Inc. Collateral, or (iii) the unencumbered assets of LightSquared Inc.

(b) *Priority of Adequate Protection Liens.* The Adequate Protection Liens shall be junior only to the (i) Carve-Out, (ii) DIP Liens, and (iii) Permitted Prior Liens. The Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the Prepetition Inc. Collateral. Except as provided herein, the Adequate

Protection Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Inc. Obligors' Chapter 11 Cases or any Successor Cases, and shall be valid and enforceable against any trustee appointed in any of the Inc. Obligors' Chapter 11 Cases or any Successor Cases, or upon the dismissal of any of the Inc. Obligors' Chapter 11 Cases or Successor Cases. The Adequate Protection Liens shall not be subject to Bankruptcy Code sections 506(c), 510, 549, or 550. No lien or interest avoided and preserved for the benefit of any estate pursuant to Bankruptcy Code section 551 shall be made *pari passu* with or senior to the Prepetition Inc. Liens or the Adequate Protection Liens.

15. Adequate Protection Superpriority Claims.

(a) *Adequate Protection Superpriority Claims.* As further 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 such interests in the Prepetition Inc. Collateral on account of, among other things, the priming of the Prepetition Inc. Agent's and Prepetition Inc. Lenders' interests in the Prepetition Inc. Collateral in respect of the Carve-Out and the DIP Obligations, the Inc. Obligors' use of the Prepetition Inc. Collateral, or the imposition of the automatic stay, pursuant to Bankruptcy Code section 364(c)(1), the Inc. Obligors hereby grant the Prepetition Inc. Agent, for the benefit of itself and the Prepetition Inc. Lenders, to the extent provided by Bankruptcy Code section 507(b), an allowed superpriority administrative expense claim in each of the Inc. Obligors' Chapter 11 Cases and Successor Cases (the "Adequate Protection Superpriority Claims").

(b) *Priority of Adequate Protection Superpriority Claims.* The Adequate Protection Superpriority Claims shall be junior only to the Carve-Out and DIP Superpriority Claims. Except as set forth herein, the Adequate Protection Superpriority Claims shall have

priority over all administrative expense claims and unsecured claims against the Inc. Obligors 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), 506(c), 507(a), 507(b) (except as provided herein), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114 and any other provision of the Bankruptcy Code, except as set forth herein; provided, however, that the Adequate Protection Superpriority Claim against LightSquared Inc. shall be *pari passu* with the adequate protection superpriority claim granted to the LP Lenders against LightSquared Inc. pursuant to the Cash Collateral Order.

16. Adequate Protection Payments and Protections. As used in this ~~Interim~~Final Order, “Adequate Protection Payments” means the payment of professional fees and the accrual of interest as described in this paragraph 16.

(a) *Professional Fees.* As further adequate protection, subject to the reservation of rights set forth in paragraph 31 of this ~~Interim~~Final Order, the Inc. Obligors are authorized and directed to provide adequate protection in the form of 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 and financial advisors to the Prepetition Inc. Agent, whether incurred or accrued prior to or after the Petition Date, subject to the rights of parties in interest pursuant to Bankruptcy Code section 506(b). 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 Inc. Obligors 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, the DIP Agent, the Prepetition LP Agent, Harbinger, the Committee (if any), and the U.S. Trustee. Any and all payments or proceeds remitted to the Prepetition Inc. Agent pursuant to the provisions of this ~~Interim~~Final Order or any subsequent order of this Court shall be received free and clear of any claim, charge, assessment, or other liability.

(b) *Accrual of Interest.* As further adequate protection, the Prepetition Inc. Obligations will accrue interest at the default rate from and after the Petition Date and consistent with the Prepetition Inc. Credit Documents, 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. For the avoidance of doubt, such default rate of interest shall be 17% for the period from May 14, 2012 to July 12, 2012 and 20% from and after July 13, 2012. In the event that the Prepetition Inc. Obligations are later determined to be undersecured, nothing herein shall prevent any party from seeking to terminate, or reallocate to principal payments, the accrual of such postpetition default interest.

17. Section 507(b) Reservation. Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to any of the Prepetition Inc. Agent or Prepetition Inc. Lenders hereunder is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Inc. Collateral during the Inc. Obligors' Chapter 11 Cases or any Successor Cases.

18. Reservation of Rights of Prepetition Inc. Secured Parties. Notwithstanding any

other provision hereof, the grant to and acceptance by the Prepetition Inc. Secured Parties of adequate protection pursuant hereto shall in no way be construed as an acknowledgment by the Prepetition Inc. Secured Parties that they are in fact adequately protected, and is without prejudice to the right of the Prepetition Inc. Secured Parties to seek modification of the grant of adequate protection provided hereby so as to provide different or additional adequate protection 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 the Prepetition Inc. Collateral on a non-consensual basis are fully preserved. Except as expressly provided herein, nothing contained in this ~~Interim~~Final Order (including without limitation, the authorization to use any Prepetition Inc. Collateral) shall impair or modify any rights, claims, or defenses available in law or equity to the Prepetition Inc. Secured Parties. Nothing in this ~~Interim~~Final Order shall be construed as a finding that the Prepetition Inc. Secured Parties are adequately protected, it being understood that the use of their Prepetition Inc. Collateral hereunder is consensual.

**Provisions Common to DIP Financing
and Use of Prepetition Inc. Collateral**

19. Modification of Automatic Stay. The automatic stay imposed under Bankruptcy Code section 362(a) is hereby modified as necessary to effectuate all of the terms and provisions of this ~~Interim~~Final Order, including, without limitation, to (a) permit the Inc. Obligors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and Adequate Protection Superpriority Claims, (b) permit the Debtors to perform such acts as the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders, each may request in its sole discretion to assure the perfection and priority of the liens granted herein, (c) permit the Inc. Obligors to incur all liabilities and obligations to the DIP Agent and DIP Lenders, Prepetition

Inc. Agent, and Prepetition Inc. Lenders under the DIP Documents, the DIP Facility and this ~~Interim~~Final Order, and (d) authorize the Inc. Obligors to pay the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders in accordance with the terms of this ~~Interim~~Final Order.

20. Entry into Engagement Letter. To facilitate payments to the advisors to the DIP Agent and the Prepetition Inc. Agent, the ~~Debtors~~Inc. Obligors are authorized and directed to execute an engagement letter, in form and substance satisfactory to the DIP Agent, the Prepetition Inc. Agent, and the ~~Debtors~~Inc. Obligors, with Houlihan Lokey as financial advisor to U.S. Bank National Association in its capacity as DIP Agent and Prepetition Inc. Agent.

21. Perfection of DIP Liens and Adequate Protection Liens.

(a) The DIP Agent and the Prepetition Inc. Agent 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 DIP Agent on behalf of the DIP Lenders, or the Prepetition Inc. Agent, on behalf of the Prepetition Inc. 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 ~~Interim~~Final Order may, in the discretion of the DIP Agent or Prepetition Inc. Agent, 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 ~~Interim~~Final Order for filing and recording.

(c) The Inc. Obligors are authorized and directed to execute and deliver to the DIP Agent and Prepetition Inc. Agent all such agreements, financing statements, instruments, and other documents as the DIP Agent or Prepetition Inc. Agent may reasonably request to evidence, confirm, validate, or perfect the DIP Liens and Adequate Protection Liens, respectively. 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 Inc. Obligor 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 Inc. Obligor's performance hereunder.

22. Maintenance of DIP Collateral. Until the payment in full in cash of all DIP Obligations, ~~the cancellation, backing, or cash collateralization of letters of credit under the DIP Facility, if any,~~ and the termination of the DIP Lenders' obligations to extend credit under the DIP Facility, the Inc. Obligors shall (a) insure the DIP Collateral as required under the DIP Facility and (b) maintain the cash management system as set forth in 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] or as otherwise required by the DIP

Documents. For the avoidance of doubt, the (1) DIP Liens shall only attach to the assets of LightSquared Inc. in the amount equal to the amount of the proceeds of the DIP Facility distributed, lent, or otherwise provided to LightSquared Inc. by One Dot Six Corp., One Dot Four Corp., or One Dot Six TVCC Corp and (2) DIP Collateral does not include assets of LightSquared Inc. in excess of the amount of the proceeds of the DIP Facility distributed, lent, or otherwise provided to LightSquared Inc. by One Dot Six Corp., One Dot Four Corp., or One Dot Six TVCC Corp.

23. Disposition of DIP Collateral; Rights of DIP Agent and DIP Lenders. The Inc. Obligors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral other than as permitted in the DIP Documents without the prior written consents as required under the DIP Documents (and, no such consent shall be implied, from any other action, inaction, or acquiescence by the DIP Agent, DIP Lenders, Prepetition Inc. Agent, or Prepetition Inc. Lenders, or an order of this Court).

24. Events of Default. Unless expressly waived in writing in accordance with the consents required in the DIP Documents, each of the following shall constitute an event of default (each, an “Event of Default” and collectively, the “Events of Default”):⁵⁶

(a) This Court enters an order dismissing any of the Chapter 11 Cases of the Inc. Obligors 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 Inc. Obligors with material assets that is not stayed following entry;

⁵⁶ Capitalized terms not defined herein shall have the meanings ascribed to such terms in the DIP Agreement.

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

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

(e) This Court enters an order appointing an examiner with enlarged powers in any of the Chapter 11 Cases of the Inc. Obligors, or any Inc. 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 ~~Interim~~Final Order, this Court enters an order granting any lien on, or security interest in, any DIP Collateral in favor of any party other than the DIP Agent or Prepetition Inc. Agent on behalf of the DIP Lenders or Prepetition Inc. Lenders, respectively, that is senior to, or *pari passu* with, the DIP Liens, Prepetition Inc. Liens, or the Adequate Protection Liens or granting an administrative claim payable by an Inc. Obligor to any party other than the DIP Agent or Prepetition Inc. Agent, as the case may be, on behalf of the DIP Lenders or Prepetition Inc. Secured Parties, that is senior to, or *pari passu* with, the DIP Superpriority Claims or the Adequate Protection Superpriority Claims without the express written consent of the DIP Agent and the Prepetition Inc. Agent;

(g) This Court enters an order 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 DIP Collateral or Prepetition Inc. Collateral;

(h) This Court enters an order 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 Inc. Obligors' estates;

(i) The Debtors shall make any payment (including "adequate protection" payments) on or in respect of any prepetition indebtedness or prepetition obligations of an Inc. Obligor other than (i) on account of the Prepetition Inc. Obligations under the Prepetition Credit Documents, as permitted under this ~~Interim~~Final Order, (ii) as permitted under this ~~Interim~~Final Order, (iii) as permitted by an order of this Court (a) entered prior to the date of the filing of the Motion or (b) in connection with the Debtors' assumption or assumption and assignment of any executory contract, or (iv) as otherwise agreed by the DIP Agent and the Prepetition Inc. Agent.

(j) The Debtors' period of exclusivity to file a plan, or solicit acceptances thereof, has been terminated, as long as such termination is not sought by, or for the benefit of, the DIP Agent, DIP Lenders, Prepetition Inc. Agent, or Prepetition Inc. Lenders.

(k) 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 Inc. Secured Party's claim in respect of the Prepetition Inc. Obligations, or to challenge the validity, enforceability, perfection, or priority of the liens in favor of the Prepetition Inc. Agent or the Prepetition Inc. Lenders (including, without limitation, any Prepetition Inc. Liens);

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

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

(n) This Court enters an order approving the sale of all or substantially all of the DIP Collateral that does not provide for the payment in respect thereof to be remitted to the DIP Agent and Prepetition Inc. Agent, consistent with the priorities set forth in this ~~Interim~~Final Order;

(o) 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 claim of the DIP Agent or DIP Lenders in respect of the DIP Obligations, or to challenge the validity, enforceability, perfection, or priority of the liens in favor of DIP Agent or the DIP Lenders (including, without limitation, any DIP Liens);

(p) 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 DIP Collateral which is senior to or *pari passu* with the DIP Liens, Prepetition Inc. Liens or the Adequate Protection Liens, or having administrative priority status which is senior to or *pari passu* with the DIP Superpriority Claims or Adequate Protection Superpriority Claims;

(q) 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)-(c) and (e)-(j) above;

(r) Default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed

for prepayment (whether voluntary or mandatory) thereof or by acceleration thereof or otherwise;

(s) Default shall be made in the payment of any interest on any Loan, any fee or premium or any other amount (other than an amount referred to in sub-paragraph (r) above, which shall be governed by such sub-paragraph (r) and the DIP Documents) due under any LoanDIP Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of three Business Days;

(t) Any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings thereunder, or any representation, warranty, statement, or information contained in any report, certificate, financial statement, or other instrument furnished in connection with or pursuant to any LoanDIP Document, shall prove to have been false or misleading in any material respect when so made, deemed made, or furnished;

(u) Default shall be made in the due observance or performance by any Inc. Obligor of any covenant, condition, or agreement contained in Sections 2.08, 2.09, 5.02, 5.03(a) or 5.08 or in Article VI of the DIP Agreement;

(v) Default shall be made in the due observance or performance by any Inc. Obligor of any covenant, condition, or agreement contained in any LoanDIP Document (other than those specified in subparagraphs (r), (s) and (u) above, which shall be governed by such sub-paragraphs and the DIP Documents) and such default shall continue unremedied or shall not be waived for a period of 30 days after written notice thereof from the DIP Agent or any DIP Lender to DIP Borrower;

(w) Any Inc. Obligor shall (i) fail to pay any principal or interest, regardless of amount, due in respect of any Indebtedness (other than the Obligations or any Indebtedness the

enforcement of which has been stayed by the Chapter 11 Cases), when and as the same shall become due and payable beyond any applicable grace period, or (ii) fail to observe or perform any other term, covenant, condition, or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness, if the effect of any such failure referred to in this clause (ii) results such Indebtedness becoming due prior to its stated maturity or become subject to a mandatory offer purchase by the obligor; provided that any event described in clause (i) and (ii) above shall not constitute an Event of Default if such events were occasioned by the filing of the Chapter 11 Cases (provided that, in the case of Hedging Obligations, the amount counted for this purpose shall be the amount payable by all Companies if such Hedging Obligations were terminated at such time);

(x) Unless arising as a result of the filing of the Chapter 11 Cases, one or more ERISA Events, Canadian Plan Events, or similar events with respect to Foreign Plans shall have occurred that, when taken together with all other such ERISA Events, Canadian Plan Events and similar events with respect to Foreign Plans that have occurred, could reasonably be expected to result in a Material Adverse Effect or in the imposition of a Lien on any properties of an Inc. Obligor;

(y) Except as expressly permitted under the DIP Agreement or under the ~~Loan~~DIP Documents, any security interest and Lien purported to be created by the DIP Agreement or the ~~Interim Order or the~~ Final Order, ~~as applicable~~, shall cease to be in full force and effect, or shall cease to give the Collateral Agent for the benefit of the Lender Parties, the Liens, rights, powers and privileges created and granted under the DIP Agreement and the ~~Interim Order or the~~ Final Order, ~~as applicable~~, in favor of the Collateral Agent, or shall be

asserted by any Inc. Obligor not to be a valid, perfected security interest in or Lien on the DIP Collateral with the priority set forth in the ~~Interim Order or the Final Order, as applicable~~;

(z) Any ~~Loan~~DIP Document or any material provisions thereof shall at any time and for any reason be declared by a court of competent jurisdiction to be null and void, or a proceeding shall be commenced by any Inc. Obligor, seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation of any provision thereof), or any Inc. Obligor shall repudiate or deny any portion of its liability or obligation for the Obligations;

(aa) At any time prior to the assumption (within the meaning of the Bankruptcy Code) by One Dot Six Corp. of the One Dot Six Lease, (i) the One Dot Six Lease shall be rejected (within the meaning of the Bankruptcy Code) by the Borrower or (ii) there shall have occurred any event or condition which results in One Dot Six Corp. no longer having the right to assume (within the meaning of the Bankruptcy Code) the One Dot Six Lease;

(bb) At any time after the assumption (within the meaning of the Bankruptcy Code) of the One Dot Six Lease by the Borrower, there shall have occurred the termination of, or the receipt by any Inc. Obligor of a valid notice of the termination of, or the occurrence of any event or condition which would, with the passage of time or the giving of notice or both, constitute an event of default under or permit the termination of the One Dot Six Lease;

(cc) Any Inc. Obligor shall be prohibited or otherwise restrained from conducting the business theretofore conducted by it in any manner that has or could reasonably be expected to result in a Material Adverse Effect by virtue of any determination, ruling, decision, decree, or order of any court or Governmental Authority of competent jurisdiction;

(dd) Any one or more Material Licenses shall be terminated, suspended, revoked, or forfeited, or shall expire without the timely filing of an application for renewal thereof, or be materially adversely amended; or

(ee) The failure to meet any milestone set forth in Schedule 8.01 of the DIP Credit Agreement, subject to the terms described in the DIP Documents.

25. Rights and Remedies Upon Event of Default. Immediately upon the occurrence of and during the continuation of an Event of Default, (a) the DIP Agent, as directed by the required DIP Lenders as provided in the DIP Documents, may declare (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination, reduction, or restriction of any further commitment to extend credit to the Inc. Obligors to the extent any such commitment remains, and/or (iii) the termination of the DIP Agreement and any other DIP Document as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations; and (b) the Prepetition Inc. Agent may withdraw its and the Prepetition Inc. Lenders' consent to the Inc. Obligors' use of the Prepetition Inc. Collateral (any such declaration by the DIP Agent or the Prepetition Inc. Agent, shall be referred to herein as a "Termination Declaration"). The Termination Declaration shall be given by email (or other electronic means) to counsel to the Debtors, counsel to the Prepetition LP Agent, counsel to the Committee (or if no Committee is appointed, the 20 largest creditors of the Inc. Obligors), counsel to Harbinger, counsel to the Ad Hoc LP Secured Group, and the U.S. Trustee (the earliest date any such Termination Declaration is made shall be referred to herein as the "Termination Declaration Date"). Any automatic stay otherwise applicable to the DIP Agent, the DIP Lenders, the Prepetition Inc. Agent or the Prepetition Inc. Lenders is hereby modified so that seven (7) days after the Termination Declaration Date (the

“Remedies Notice Period”) (x) the DIP Agent and DIP Lenders shall be entitled to exercise all rights and remedies against the DIP Collateral in accordance with the DIP Documents, Prepetition Inc. Credit Documents, and this ~~Interim~~Final Order and shall be permitted to satisfy the DIP Obligations and DIP Superpriority Claims, subject to the Carve-Out, and (y) the Prepetition Inc. Agent and the Prepetition Inc. Lenders shall be entitled to exercise their rights and remedies to satisfy the Prepetition Inc. Obligations, Superpriority Claims, and Adequate Protection Payments, subject to the DIP Obligations, DIP Superpriority Claims, and the Carve-Out. Notwithstanding anything to the contrary, during the Remedies Notice Period, the Inc. Obligors and/or the Committee (if any) shall be entitled to seek an emergency hearing with the Court solely for the ~~sole purpose~~purposes (i) of contesting whether an Event of Default has occurred and/or is continuing and (ii) if such Event of Default has occurred, determining whether the Prepetition Inc. Secured Parties are adequately protected. Unless the Court determines during the Remedies Notice Period that an Event of Default has not occurred and/or is not continuing, the automatic stay shall automatically be terminated at the end of the Remedies Notice Period without further notice or order and the Inc. Obligors shall no longer have the right to use or seek to use DIP Collateral or Prepetition Inc. Collateral. The DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders, shall be permitted to exercise all remedies set forth herein, in the DIP Documents, and Prepetition Inc. Credit Documents, as applicable, and as otherwise available at law against the DIP Collateral and/or Prepetition Inc. Collateral, without any further order of or application or motion to the Court, and without restriction or restraint by any stay under Bankruptcy Code sections 362 or 105, or otherwise, against the enforcement of the liens and security interest in the DIP Collateral or Prepetition Inc. Collateral, or any other rights and remedies granted to the DIP Agent, DIP Lenders, Prepetition

Inc. Agent, or Prepetition Inc. Lenders with respect thereto pursuant to the DIP Documents, Prepetition Inc. Credit Documents or this ~~Interim~~Final Order ~~;~~ provided, however, that if the Court determines that the Prepetition Inc. Secured Parties are adequately protected, the Prepetition Inc. Secured Parties shall be prohibited from exercising remedies pursuant to this paragraph and the automatic stay shall remain in effect.

26. Good Faith Under Bankruptcy Code Section 364(e); No Modification or Stay of this ~~Interim~~Final Order. The DIP Agent and DIP Lenders each have acted in good faith in connection with negotiating the DIP Documents and extending credit under the DIP Facility. The DIP Agent's and DIP Lenders' reliance on the ~~Interim~~Final Order is in good faith. Based on the findings set forth in this ~~Interim~~Final Order and the record made during the ~~Interim~~ Hearing, and in accordance with Bankruptcy Code section 364(e), in the event any or all of the provisions of this ~~Interim~~Final Order are hereafter reversed, modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Agent and DIP Lenders are each entitled to the protections provided in Bankruptcy Code section 364(e). Any such reversal, modification, amendment, or vacatur shall not affect the validity, perfection, priority, allowability, enforceability, or non-avoidability of any advances previously made or made hereunder, or lien, claim, or priority authorized or created previously or hereby. Any liens or claims granted to the DIP Agent or DIP Lenders hereunder arising prior to the effective date of any such reversal, modification, amendment, or vacatur of this ~~Interim~~Final Order shall be governed in all respects by the original provisions of this ~~Interim~~Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

27. Indemnification of DIP Agent and DIP Lenders. The Inc. Obligors shall indemnify and hold harmless the DIP Agent and each DIP Lender and their respective

shareholders, directors, agents, officers, subsidiaries and affiliates, successors and assigns, attorneys and professional advisors, in their respective capacities as such, from and against any and all damages, losses, settlement payments, obligations, liabilities, claims, actions, or causes of action, whether groundless or otherwise, and reasonable costs and expenses incurred, suffered, sustained, or required to be paid by an indemnified party of every nature and character arising out of or related to the DIP Documents, or the DIP Facility or the transactions contemplated thereby and by this ~~Interim~~Final Order, whether such indemnified party is party thereto, as provided in and pursuant to the terms of the DIP Documents and as further described therein and herein, except to the extent resulting from such indemnified party's gross negligence or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction. The indemnity includes indemnification for the DIP Agent's and each DIP Lender's exercise of discretionary rights granted under the DIP Facility. In all such litigation, or the preparation therefor, the DIP Agent and each DIP Lender shall be entitled to select its own counsel and, in addition to the foregoing indemnity, the Inc. Obligors agree to promptly pay the reasonable fees and expenses of such counsel.

28. Rights of Access and Information. Without limiting the rights of access and information afforded the DIP Agent and DIP Lenders under the DIP Documents, the Inc. Obligors shall be, and hereby are, required to afford representatives, agents, and/or employees of the DIP Agent and DIP Lenders reasonable access to the Inc. Obligors' premises and their books and records in accordance with the DIP Documents, and shall reasonably cooperate, consult with, and provide to such persons all such information as may be reasonably requested. In addition, the Inc. Obligors authorize their independent certified public accountants, financial advisors, investment bankers, and consultants to cooperate, consult with, and provide to the DIP

Agent and DIP Lenders all such information as may be reasonably requested with respect to the business, results of operations, and financial condition of any Inc. Obligor. Notwithstanding anything to the contrary contained herein, the Debtors do not waive any right to attorney-client, work product, or similar privilege, and the Debtors shall not be required to provide the DIP Agent or the DIP Lenders, or their respective independent certified public accountants, financial advisors, investment bankers, and consultants, with any information subject to attorney-client privilege or consisting of attorney work product.

29. Carve-Out.

(a) *Carve-Out.* As used in this ~~Interim~~Final Order, the “Carve-Out” shall mean, upon the occurrence of the Termination Date: (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 Bankruptcy Code section 726(b) not to exceed \$50,000; and (iii) the allowed and unpaid professional fees, expenses, and disbursements allocable to the Inc. Obligors and incurred on or after the Termination Date by the Inc. Obligors and the Committee (if any) 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 Bankruptcy Code sections 327, 328, or 1103(a) 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, in each case, in accordance with the Budget and the Permitted Variance (collectively, the “Allowed Professional Fees”); provided that for the avoidance of doubt, prior to the occurrence of the Termination Date, the Debtors shall be permitted to pay Allowed

Professional Fees from the proceeds of the DIP Collateral and amounts paid therefrom shall not reduce the Carve-Out. For the avoidance of doubt, the Carve-Out herein replaces and does not supplement the Inc. Carve-Out provided for under the Cash Collateral Order.

(b) *No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees.* None of the DIP Agent, DIP Lenders, Prepetition Inc. Agent, or Prepetition Inc. Lenders shall be responsible for the direct payment or reimbursement of any fees or disbursements of any professionals retained by the Inc. Obligors and/or any statutory committee appointed incurred in connection with the Inc. Obligors' Chapter 11 Cases or any Successor Cases. Nothing in this ~~Interim~~Final Order or otherwise shall be construed (i) to obligate the DIP Agent, DIP Lenders, Prepetition Inc. Agent, or Prepetition Inc. Lenders, in any way to pay compensation to or to reimburse expenses of any professionals retained by the Inc. Obligors and/or any statutory committee appointed, or to guarantee that the Inc. Obligors have sufficient funds to pay such compensation or reimbursement, (ii) to increase the Carve-Out if actual Allowed Professional Fees incurred after the Termination Date exceed the Carve-Out, (iii) as consent to the allowance of any professional fees or expenses of any professionals retained by the Inc. Obligors and/or any statutory committee appointed, or (iv) to affect the right of the Prepetition Inc. Agent, Prepetition Inc. Lenders, DIP Agent, or DIP Lenders to object to the allowance and payment of such fees and expenses.

30. Limitations on the DIP Facility, DIP Collateral, Prepetition Inc. Collateral, and Carve-Out. The DIP Facility, DIP Collateral, Prepetition Inc. Collateral, and Carve-Out may not be used: (a) in connection with or to finance in any way any action, suit, arbitration, proceeding, application, motion, or other litigation of any type (i) adverse to the interests of the DIP Agent, DIP Lenders, Prepetition Inc. Agent, or Prepetition Inc. Lenders, or their rights and remedies

under the DIP Documents, Prepetition Credit Documents, or this ~~Interim~~Final Order, as applicable, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors, the Committee (if any), or any other statutory committee appointed in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment determination, declaration, or similar relief, (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or Prepetition Inc. Obligations, (iii) for monetary, injunctive, or other affirmative relief against any DIP Agent, DIP Lender, Prepetition Inc. Agent, or Prepetition Inc. Lender, or their respective collateral, or (iv) except to contest the occurrence or continuation of any Event of Default as permitted in ~~paragraph~~paragraph 25, preventing, hindering or otherwise delaying the exercise by the DIP Agent, any DIP Lender, the Prepetition Inc. Agent, or any Prepetition Inc. Lender of any rights and/or remedies under this ~~Interim~~Final Order, the DIP Documents, or applicable law, or the enforcement or realization (whether by foreclosure, credit bid, further order of the Court or otherwise) by the DIP Agent, DIP Lenders, Prepetition Inc. Agent, or Prepetition Inc. Lenders upon any of the DIP Collateral or Prepetition Inc. Collateral, as applicable, provided that any fees, costs, and expenses incurred pursuant to this provision shall be payable solely from the Carve-Out, (b) to make any distribution under a plan of reorganization in any of the Debtors' Chapter 11 Cases, (c) to make any payment in settlement of any claim, action, or proceeding, before any court, arbitrator, or other governmental body without the prior written consents required under the DIP Documents, (d) to pay any fees or similar amounts to any person who has proposed or may propose to purchase interests in any of the Inc. Obligors without the prior written consents required under the DIP Documents,

(e) except to contest the occurrence or continuation of any Event of Default as permitted in paragraph 25, object to, contest, or interfere with in any way the DIP Agent's or DIP Lenders' enforcement or realization upon any of the DIP Collateral or the Prepetition Inc. Agent's or Prepetition Inc. Lenders' enforcement or realization upon any of the Prepetition Inc. Collateral once an Event of Default has occurred, provided that any fees, costs, and expenses incurred pursuant to this provision shall be payable solely from the Carve-Out, (f) to sell or otherwise dispose of DIP Collateral without the consents required under the DIP Documents, (g) with respect to any insurance proceeds constituting DIP Collateral, without the consents required under the DIP Documents, (h) to incur Indebtedness (as defined in the DIP Agreement) outside the ordinary course of business without the prior consents required under the DIP Documents, (i) to object to or challenge in any way the claims, liens, or interests (including interests in the Prepetition Inc. Collateral or DIP Collateral) held by or on behalf of any DIP Agent, DIP Lender, Prepetition Inc. Agent, or Prepetition Inc. Lender, (j) to assert, commence, or prosecute any claims or causes of action whatsoever, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any DIP Agent, DIP Lender, Prepetition Inc. Agent, or Prepetition Inc. Lender, (k) to prosecute an objection to, contest in any manner, or raise any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Prepetition Inc. Obligations, Prepetition Inc. Liens, DIP Obligations, or DIP Liens, or any other rights or interests of any of the Prepetition Inc. Agent, Prepetition Inc. Lenders, DIP Agent, or DIP Lender, or (l) to prevent, hinder, or otherwise delay the exercise by any DIP Agent, DIP Lender, Prepetition Inc. Agent, or Prepetition Inc. Lender, of any rights and remedies granted under this ~~Interim~~Final Order. Notwithstanding the foregoing, an aggregate amount not to exceed \$50,000 of the DIP Facility, DIP Collateral, Cash Collateral and Carve-Out may be used

by the Committee to investigate the Prepetition Inc. Obligations and Prepetition Inc. Liens within the Challenge Period (as defined herein). For the avoidance of doubt, the \$50,000 herein replaces and does not supplement the \$50,000 of proceeds of the Prepetition Inc. Collateral allocated for a Challenge under the Cash Collateral Order.

31. Reservation of Certain Third Party Rights and Bar of Challenges and Claims.

(a) Nothing in this ~~Interim~~Final Order or the DIP Documents shall prejudice the rights of the Committee (if any) or any other party in interest, if granted standing by the Court, to seek, solely in accordance with the provisions of this paragraph 31, to assert claims against the Prepetition Inc. Agent, or Prepetition Inc. Lenders, on behalf of the Inc. Obligors or Inc. Obligors' creditors or to otherwise challenge the Debtors' Stipulations, including, but not limited to those in relation to (i) the validity, extent, priority, or perfection of the mortgages, security interests, and liens of any Prepetition Inc. Agent or Prepetition Inc. Lender, (ii) the validity, allowability, priority, ~~fully secured status,~~ or amount of the Prepetition Inc. Obligations, or (iii) any liability of the Prepetition Inc. Agent and/or Prepetition Inc. Lenders with respect to anything arising from the Prepetition Inc. Credit Facility. For the avoidance of doubt, the Challenge Period (as defined herein) shall not limit the rights of any party in interest regarding (a) the valuation of the Inc. Obligors, including as set forth in paragraph E(iv) of this Final Order, (b) the continued accrual of postpetition interest on the Prepetition Inc. Obligations (provided, however, that the rates of postpetition interest shall be at the rates set forth in this Final Order), or (c) reallocation of overhead, fees, and expenses of the Debtors. The Committee (if any) or any other party in interest must, after obtaining Court-approved standing, commence a contested matter or adversary proceeding raising such claim, objection, or challenge, including, without limitation, any claim or cause of action against any

Prepetition Inc. Agent, or Prepetition Inc. Lender (each, a “Challenge”) by August 11, 2012 (the “Challenge Period”). The Challenge Period may only be extended with the written consent of the Prepetition Inc. Agent, the applicable Prepetition Inc. Lender, or by order of the Court for cause shown prior to the expiration of the Challenge Period. Only those parties in interest who commence a Challenge within the Challenge Period may prosecute such Challenge. As to (A) any parties in interest, including the Committee (if any), who fail to file a Challenge within the Challenge Period, or, if any such Challenge is filed and overruled, or (B) any and all matters that are not expressly the subject of a timely Challenge: (1) any and all such Challenges by any party (including, without limitation, the Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed in the Debtors’ Chapter 11 Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed in any Successor Case), shall be deemed to be forever waived and barred, (2) all of the findings, Debtors’ Stipulations, waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Inc. Agent’s and each Prepetition Inc. Lender’s claims, liens, and interests shall be of full force and effect and forever binding upon the Debtors’ bankruptcy estates and all creditors, interest holders, and other parties in interest in the Debtors’ Chapter 11 Cases and any Successor Cases, and (3) any and all claims or causes of action against any of the Prepetition Inc. Agent and/or Prepetition Inc. Lenders, relating in any way to the Prepetition Inc. Facility, Prepetition Inc. Obligations, and Prepetition Inc. Liens shall be released by the Debtors’ estates, all creditors, interest holders, and other parties in interest in the Chapter 11 Cases and any Successor Cases.

(b) Notwithstanding anything to the contrary set forth in the Cash Collateral Order, and expressly subject to paragraph 31(c) hereof, the Challenge Period in respect of the Prepetition Inc. Liens and Prepetition Inc. Obligations held by affiliates of the Debtors, or any

successor holder acquiring such Prepetition Inc. Obligations from and after the Petition Date (an “Affiliate Challenge”) shall terminate upon the earlier to occur of (i) sixty days after the occurrence of an LP Termination Event (as defined in the Cash Collateral Order) and (ii) ten months from the date of entry of the Cash Collateral Order.

(c) Nothing in this ~~Interim~~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 Challenges 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.

32. Release. Subject to the rights set forth in paragraph 31 of this ~~Interim~~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 (a) release, discharge, waive, and acquit the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders, each of their respective participants and each of their respective affiliates, and 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 DIP Obligations, DIP Liens, DIP Credit Facility, Prepetition Obligations, the Prepetition Liens, or the Prepetition Inc. Facility, 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 the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and the Prepetition Inc. Lenders and (b) 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 DIP Obligations, DIP Liens, Prepetition Inc. Obligations, and the Prepetition Inc. Liens.

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

34. Limitation on Charging Expenses Against Collateral. Except to the extent of the Carve-Out, no expenses of administration of the Debtors’ 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 DIP Collateral or the Prepetition Inc. Collateral pursuant to Bankruptcy Code section 506(c) or any similar principle of law or in equity, without the prior written consent of Prepetition Inc. Agent and the DIP Agent, and no such consent shall be implied from any other action or inaction by the DIP Agent, DIP Lenders, Prepetition Inc. Agent, or Prepetition Inc. Lenders.

35. 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, 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.

(b) Upon filing of a Master Proof of Claim by the Prepetition Inc. Agent, the Prepetition Inc. Agent and each of its 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 arising under the Prepetition Inc. Agreement. The claims (as defined in section 101 of the Bankruptcy Code) of the Prepetition Inc. Agent and the Prepetition Inc. Lenders 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 in the amount set forth in the Master Proof of Claim; provided, however, that the Prepetition Inc. Agent 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 Inc. Agent, the other Prepetition Inc. Secured Parties, or any other party in interest or their respective successors in interest, including, without limitation, the right of each Prepetition Inc. Secured Party (or its successor in interest) to vote separately on any plan of reorganization proposed in these Chapter 11 Cases.

36. Equities of the Case. Effective upon entry of this ~~Interim~~Final Order and in light of the subordination of their liens to the Carve-Out by the DIP Agent and DIP Lenders, and to the Carve-Out and the DIP Liens by the Prepetition Inc. Agent and Prepetition Inc. Lenders, the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders shall be entitled to all benefits of Bankruptcy Code section 552(b), and the “equities of the case” exception under Bankruptcy Code section 552(b) shall not apply to such parties with respect to the proceeds, product, offspring, or profits of any of their collateral and proceeds shall be received and applied pursuant to the DIP Documents. ~~The~~Except as set forth in paragraph 8 of this Final Order with respect to the proceeds of Inc. Avoidance Actions, the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or Prepetition Inc. Collateral, as the case may be, and proceeds shall be received and applied pursuant to the DIP Documents.

37. Credit Bid Rights. The Prepetition Inc. Agent and the DIP Agent shall have the right to “credit bid” the Prepetition Inc. Obligations and the DIP Obligations, respectively, during any sale of any of the Prepetition Inc. Collateral or the DIP Collateral, 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.

38. Joint and Several Liability. Nothing in this ~~Interim~~Final Order shall be construed to constitute a substantive consolidation of any of the Debtors’ estates, it being understood, however, that the Inc. Obligors shall be jointly and severally liable for the obligations hereunder and in accordance with the terms of the DIP Facility and the DIP Documents; provided,

however, that LightSquared Inc. shall only be liable for the amount of the proceeds of the DIP Facility distributed, lent, or otherwise provided to LightSquared Inc., by One Dot Six Corp., One Dot Four Corp. or One Dot Six TVCC Corp.

39. Discharge Waiver. The Debtors expressly stipulate, and the Court finds and adjudicates that, the DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization, notwithstanding the provisions of Bankruptcy Code section 1141(d) of the Bankruptcy Code, unless the DIP Obligations have been paid in full in cash on or before the effective date of a confirmed plan of reorganization. None of the Debtors shall propose or support any plan of reorganization or sale of all or substantially all of the Debtors' assets or entry of any confirmation order or sale order that is not conditioned upon the payment in full in cash, on the effective date of such plan of reorganization or sale, of all DIP Obligations.

40. Rights Preserved. Other than as expressly set forth in this InterimFinal Order, any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders, are preserved.

41. No Waiver by Failure to Seek Relief. The failure of any DIP Agent, DIP Lender, Prepetition Inc. Agent, or Prepetition Inc. Lender, to seek relief or otherwise exercise its rights and remedies under this InterimFinal Order, the DIP Documents, the Prepetition Inc. Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the applicable DIP Agent, DIP Lender, Prepetition Inc. Agent, or Prepetition Inc. Lender.

42. Binding Effect of InterimFinal Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this InterimFinal Order shall become valid and binding upon and inure to the benefit of the Debtors,

DIP Agent, DIP Lenders, Prepetition Inc. Agent, Prepetition Inc. Lenders, all other creditors of any of the Debtors, the Committee or any other committee appointed by the Court in the Debtors' Chapter 11 Cases, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Debtors' Chapter 11 Cases, any Successor Cases, or upon dismissal of any Chapter 11 Case or Successor Case. This ~~Interim~~Final Order shall supersede the Cash Collateral Order in all respects as such Cash Collateral Order pertains to the Prepetition Inc. Facility, the Prepetition Inc. Obligations, the Prepetition Inc. Liens, the Prepetition Inc. Agent, and the Prepetition Inc. Lenders.

43. No Modification of ~~Interim~~Final Order. Until and unless the DIP Obligations, DIP Superpriority Claims, Adequate Protection Superpriority Claims, and Prepetition Inc. Obligations have been indefeasibly paid in full in cash (such payment being without prejudice to any terms or provisions contained in the DIP Facility which survive such discharge by their terms), and all commitments to extend credit under the DIP Facility have been terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (a) except as permitted under the DIP Documents and with the prior written consent of the Prepetition Inc. Agent (i) any modification, stay, vacatur, or amendment to this ~~Interim~~Final Order; (ii) a priority claim for any administrative expense or unsecured claim against the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation any administrative expense of the kind specified in Bankruptcy Code sections 503(b), 507(a), or 507(b)) in any of the Inc. Obligors' Chapter 11 Cases or Successor Cases, equal or superior to the DIP Superpriority Claims, Adequate Protection Superpriority Claims, or the Prepetition Inc. Obligations, other than the Carve-Out, or (iii) any other order allowing use of the DIP Collateral; and (b) except as permitted under the DIP

Documents, any lien on any of the DIP Collateral or Prepetition Inc. Collateral with priority equal or superior to the DIP Liens or Prepetition Inc. Liens, respectively. The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this ~~Interim~~Final Order without the prior written consent, as provided in the foregoing, of the DIP Agent, and Prepetition Inc. Agent, as applicable, and no such consent shall be implied by any other action, inaction, or acquiescence of the applicable DIP Agent, DIP Lenders, Prepetition Inc. Agent, or Prepetition Inc. Lenders.

44. ~~Interim~~Final Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents, the Cash Collateral Order, or this ~~Interim~~Final Order, the provisions of this ~~Interim~~Final Order shall govern and control.

45. No Control. None of the DIP Agent, DIP Lenders or 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 DIP Agreement, DIP Documents, Prepetition Inc. Credit Facility, and/or any of the Prepetition Inc. Credit Documents or this ~~Interim~~Final Order.

46. Survival. The provisions of this ~~Interim~~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 Debtors' Chapter 11 Cases; (b) converting any of the Debtors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Debtors' Chapter 11 Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Debtors' Chapter 11 Cases or Successor Cases. The terms and provisions of this ~~Interim~~Final Order, including the claims, liens, security interests, and other

protections granted to the DIP Agent, DIP Lenders, Prepetition Inc. Agent, and Prepetition Inc. Lenders pursuant to this ~~Interim~~Final Order and/or the DIP Documents, notwithstanding the entry of any such order, shall continue in the Inc. Obligors' Chapter 11 Cases, in any Successor Cases, or following dismissal of the Inc. Obligors' Chapter 11 Cases or any Successor Cases, and shall maintain their priority as provided by this ~~Interim~~Final Order until all DIP Obligations have been indefeasibly paid in full in accordance with the terms thereof and all commitments to extend credit under the DIP Facility are terminated. The terms and provisions concerning the indemnification of the DIP Agent and/or DIP Lenders shall continue in the Inc. Obligors' Chapter 11 Cases, in any Successor Cases, following dismissal of the Inc. Obligors' Chapter 11 Cases or any Successor Cases, following termination of the DIP Documents and/or the repayment of the DIP Obligations.

~~48. Final Hearing. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for **July 17, 2012 at 10:00 a.m.** (Eastern Time) before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York. On or before June 29, 2012, the Debtors shall serve, by United States mail, first class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), together with a copy of this Interim Order and the Motion, on: (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 agents under the Debtors' prepetition credit facilities, (d) counsel to the Ad Hoc LP Secured Group, (e) counsel to 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~~

~~Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than on **July 10, 2012 at 4:00 p.m.** (Eastern Time), which objections shall be served so as to be received on or before such date by: (a) LightSquared Inc., 450 Park Avenue, Suite 2201, New York, NY 10022, Attn: Marc R. Montagner and Curtis Lu, Esq., (b) counsel to the Debtors, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, Attn: Matthew S. Barr, Esq. and Karen Gartenberg, Esq., (c) the Office of the United States Trustee for the Southern District of New York, (d) counsel to the DIP Agent, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Michael S. Stamer, Esq. and Philip C. Dublin, Esq., (e) counsel to the Prepetition LP Agent, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Melissa S. Alwang, Esq., (f) ~~counsel to the Ad Hoc LP Secured Group~~, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Thomas E. Lauria, Esq., and (g) ~~counsel to Harbinger, Weil Gotshal, & Manges LLP, 767 Fifth Avenue New York, New York 10153 Attn: Stephen Karotkin, Esq., Debra A. Dandeneau, Esq., and Ronit J. Berkovich, Esq.~~~~

47. ~~49.~~ Effect of this InterimFinal Order. This InterimFinal Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect immediately upon execution thereof.

48. ~~50.~~ Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this InterimFinal Order according to its terms.

SO ORDERED by the Court this ____ day of _____, 2012.

HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Quarter Month	1Q12			2Q12			3Q12			4Q12			1Q13			2Q13		
	Jan-12	Feb-12	Mar-12	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	4,859	643	511	4,019	3,989	1,433	3,191	25,880	24,987	24,342	23,765	23,231	22,504	25,889	25,161	23,466	22,765	20,003
Sources																		
Satellite Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Terrestrial Revenue	-	245	-	-	-	-	-	(245)	-	-	-	-	-	-	-	-	-	-
Interest Income	2	2	2	2	2	1	1	2	4	4	4	4	4	4	4	4	4	4
Equity Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Financing	-	-	-	-	-	-	30,600	-	-	-	-	-	10,800	-	-	-	-	-
Dividend or Loan from LP	5,000	-	6,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Intra Inc. Group Transfers	-	2,000	4,000	-	-	-	(2)	-	-	-	-	-	-	-	-	-	-	-
Financing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Sources	5,002	2,247	10,002	2	2	1	30,599	(242)	4	4	4	4	10,804	4	4	4	4	4
Uses (OPEX)																		
In-Orbit Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ISAT Coop Agmt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.6 GHz Lease & Related Payments	6,602	102	20	20	20	20	6,520	20	20	20	20	20	6,520	20	20	20	20	20
1.4 Ghz Lease	2,000	2,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
L-Band network infrastructure	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OSS / BSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ERP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Partner Enablement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GPS Marketing, TWG Related, Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Spectrum Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Staffing Related (entire company)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal / Regulatory / Lobbying / Internatnl	551	148	132	89	145	-	20	20	20	40	20	45	97	45	45	45	97	45
Contingency for Legal/Regul/Lobbying/ Int	-	-	-	-	7	-	1	1	1	2	1	2	5	2	2	2	5	2
Facilities/Telecom	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G&A	64	129	6,343	(77)	155	223	609	149	149	149	186	179	231	179	1,147	153	155	223
Funds from Inc to pay LP expenses (in Ch.11)	-	-	-	-	2,000	(2,000)	-	-	-	-	-	-	-	-	-	-	-	-
Travel Expenses (entire company)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Items	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal - USES (OPEX)	9,218	2,379	6,494	31	2,327	(1,757)	7,150	190	190	211	227	247	6,853	247	1,215	220	276	291
Uses (CAPEX)																		
Boeing Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Launch Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Qualcomm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alcatel Lucent S-BTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HNS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sprint	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.6 GHz related (other than spectrum)	-	-	-	-	-	-	-	-	-	-	-	175	175	175	175	175	2,100	2,316
Current Network Maintenance/Capex	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RAN (NSN)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Core	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lab / NOC / System Integration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BandRich	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AnyData	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal - USES (CAPEX)	-	-	-	-	-	-	-	-	-	-	-	175	175	175	175	175	2,100	2,316
Debt Service																		
Cash Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Related																		
Restructuring Professionals	-	-	-	-	232	-	760	460	460	370	310	310	390	310	310	310	390	310
Total Uses	9,218	2,379	6,494	31	2,558	(1,757)	7,910	650	650	581	537	732	7,418	732	1,700	705	2,766	2,917
Ending Cash Balance Cur Forecast (excl. Cash at TMI)	643	511	4,019	3,989	1,433	3,191	25,880	24,987	24,342	23,765	23,231	22,504	25,889	25,161	23,466	22,765	20,003	17,090
Cash at TMI	17,431	15,434	11,436	11,435	11,437	11,436	11,439	11,439	11,439	11,439	11,439	11,439	11,439	11,439	11,439	11,439	11,439	11,439

Note(s):
 - 1Q 2012 represent actuals
 - 2Q 2012 ending cash balances reflect estimates through month-end June

Quarter Month	3Q13			4Q13			1Q14		
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14
Beginning Cash Balance	17,090	11,736	9,164	8,340	501	(227)	(948)	(1,799)	(2,516)
Sources									
Satellite Revenue	-	-	-	-	-	-	-	-	-
Terrestrial Revenue	-	-	-	-	-	-	-	-	-
Interest Income	3	2	2	1	1	-	-	-	-
Equity Financing	-	-	-	-	-	-	-	-	-
Debt Financing	-	-	-	-	-	-	-	-	-
Dividend or Loan from LP	-	-	-	-	-	-	-	-	-
Intra Inc. Group Transfers	-	-	-	-	-	-	-	-	-
Financing Fees	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Total Sources	3	2	2	1	1	-	-	-	-
Uses (OPEX)									
In-Orbit Insurance	-	-	-	-	-	-	-	-	-
ISAT Coop Agmt	-	-	-	-	-	-	-	-	-
1.6 GHz Lease & Related Payments	2,493	20	20	7,170	20	20	20	20	20
1.4 Ghz Lease	-	-	-	-	-	-	-	-	-
L-Band network infrastructure	-	-	-	-	-	-	-	-	-
OSS / BSS	-	-	-	-	-	-	-	-	-
ERP	-	-	-	-	-	-	-	-	-
Partner Enablement	-	-	-	-	-	-	-	-	-
GPS Marketing, TWG Related, Technology	-	-	-	-	-	-	-	-	-
Spectrum Management	-	-	-	-	-	-	-	-	-
Staffing Related (entire company)	-	-	-	-	-	-	-	-	-
Legal / Regulatory / Lobbying / Internatnl	45	45	97	45	45	45	97	45	45
Contingency for Legal/Regul/Lobbying/ Int	2	2	5	2	2	2	5	2	2
Facilities/Telecom	-	-	-	-	-	-	-	-	-
G&A	149	149	149	149	186	179	175	175	922
Funds from Inc to pay LP expenses (in Ch.11)	-	-	-	-	-	-	-	-	-
Travel Expenses (entire company)	-	-	-	-	-	-	-	-	-
Other Items	-	-	-	-	-	-	-	-	-
Subtotal - USES (OPEX)	2,689	216	271	7,366	253	247	297	242	990
Uses (CAPEX)									
Boeing Payments	-	-	-	-	-	-	-	-	-
Launch Services	-	-	-	-	-	-	-	-	-
Qualcomm	-	-	-	-	-	-	-	-	-
Alcatel Lucent S-BTS	-	-	-	-	-	-	-	-	-
HNS	-	-	-	-	-	-	-	-	-
Sprint	-	-	-	-	-	-	-	-	-
1.6 GHz related (other than spectrum)	2,357	2,048	165	165	165	165	165	165	165
Current Network Maintenance/Capex	-	-	-	-	-	-	-	-	-
RAN (NSN)	-	-	-	-	-	-	-	-	-
Core	-	-	-	-	-	-	-	-	-
Lab / NOC / System Integration	-	-	-	-	-	-	-	-	-
BandRich	-	-	-	-	-	-	-	-	-
AnyData	-	-	-	-	-	-	-	-	-
Subtotal - USES (CAPEX)	2,357	2,048	165	165	165	165	165	165	165
Debt Service									
Cash Interest	-	-	-	-	-	-	-	-	-
Restructuring Related									
Restructuring Professionals	310	310	390	310	310	310	390	310	310
Total Uses	5,357	2,575	825	7,841	728	721	851	717	1,464
Ending Cash Balance Cur Forecast (excl. Cash at TMI)	11,736	9,164	8,340	501	(227)	(948)	(1,799)	(2,516)	(3,980)
Cash at TMI	11,439	11,439	11,439	11,439	11,439	11,439	11,439	11,439	11,439

Exhibit B

Blackline of Amended DIP Agreement

THIS INSTRUMENT WAS ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR U.S. FEDERAL INCOME TAX PURPOSES. BEGINNING NO LATER THAN TEN (10) DAYS AFTER THE ISSUE DATE OF THIS INSTRUMENT, THE HOLDER OF THIS INSTRUMENT MAY REQUEST THE FOLLOWING INFORMATION, WHICH WILL BE MADE PROMPTLY AVAILABLE UPON REQUEST, WITH RESPECT TO THIS INSTRUMENT: ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY. ANY REQUEST SHALL BE MADE TO BORROWER, ATTENTION: GENERAL COUNSEL AND CHIEF FINANCIAL OFFICER.

~~\$30,000,000~~41,400,000

**SENIOR SECURED, SUPER-PRIORITY
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

dated as of ~~June~~July [], 2012,

among

One Dot Six Corp.

as Borrower,

and

THE GUARANTORS PARTY HERETO,

THE LENDERS PARTY HERETO

and

**U.S. Bank National Association,
as Administrative Agent and Collateral Agent**

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CREDIT AGREEMENT

This CREDIT AGREEMENT (this “**Agreement**”) dated as of ~~June~~July [•], 2012, among One Dot Six Corp., a Delaware corporation (“**Borrower**”), the Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in Article I), the Lenders, and U.S. Bank National Association, as administrative agent (in such capacity, “**Administrative Agent**”) for the Lenders and as Collateral Agent (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, on May 14, 2012 (the “**Petition Date**”), Borrower and Guarantors (~~collectively, the “Debtors”~~) commenced Chapter 11 Cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for reorganization under the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

WHEREAS, from and after the Petition Date, the Borrower and each of the Guarantors continues to operate its business and manage its property as a debtor and a debtor-in-possession pursuant to the Bankruptcy Code.

WHEREAS, the Borrower has requested the Lenders to provide a senior secured, super-priority debtor-in-possession facility to Borrower in an initial aggregate amount of up to ~~\$30,000,000~~41,400,000 to fund the working capital requirements of the Borrower during the pendency of the Chapter 11 Cases and to be used in accordance with Section 3.12 hereto.

NOW, THEREFORE, the Lenders are willing to extend such credit to Borrower on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Defined Terms.

As used in this Agreement, the following terms shall have the meanings specified below:

“**Adequate Protection Payments**” shall have the meaning assigned to such term in the ~~Interim Order or the Final Order, as applicable.~~

“**Administrative Agent**” shall have the meaning assigned to such term in the preamble hereto and includes each other person appointed as the successor pursuant to Article ~~X~~IX.

“**Administrative Questionnaire**” shall mean an Administrative Questionnaire in substantially the form of Exhibit A.

“**Affiliate**” shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified; *provided, however*, that, for purposes of Section 6.08, the term “Affiliate” shall also include (i) any person that directly or indirectly owns more than 10% of the

Equity Interests of the person specified or (ii) any person that is an executive officer or director of the person specified.

“Aggregate Warrants” shall have the meaning assigned to such term in Section 6.11.

“Agreement” shall have the meaning assigned to such term in the preamble hereto.

“AML Legislation” shall have the meaning assigned to such term in Section 10.17.

“Anti-Terrorism Laws” shall mean any Requirement of Law related to terrorism financing or money laundering including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (“**USA PATRIOT Act**”) of 2001 (Title III of Pub. L. 107-56), The Currency and Foreign Transactions Reporting Act (also known as the “**Bank Secrecy Act**”, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended) and Executive Order 13224 (effective September 24, 2001).

“Approved Fund” shall mean any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Asset Sale” shall mean (a) any conveyance, sale, lease, sublease, assignment, exchange, transfer or other disposition (including by way of exclusive license (as licensor or sub-licensor), merger or consolidation and including any Sale and Leaseback Transaction) of any property (whether real, personal or mixed, and whether tangible or intangible) excluding leases (or subleases) of capacity, in the ordinary course of business and dispositions of cash and Cash Equivalents in the ordinary course of business, by Borrower or any Guarantor and (b) any issuance or sale of any Equity Interests of Borrower or any Subsidiary of Borrower, in each case, to any person other than (i) Borrower or (ii) any Guarantor. For the avoidance of doubt, the term “Asset Sale” shall exclude any conveyance, sale, lease, sublease, assignment, exchange, transfer or other disposition of any assets or property, including spectrum assets, by the Partnership and its subsidiaries.

“Assignment and Assumption” shall mean an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.04(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit B, or any other form approved by the Administrative Agent.

“Attributable Indebtedness” shall mean, when used with respect to any Sale and Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to Borrower’s then-current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale and Leaseback Transaction; *provided* that if a Sale and Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of “Capital Lease Obligations”.

“Bankruptcy Code” shall mean the United States Bankruptcy Code, being Title 11 of the United States Code as enacted in 1978, 11 U.S.C. §§101 et seq, as the same has heretofore been or

may hereafter be amended, recodified, modified or supplemented, together with all rules, regulations and interpretations thereunder or related thereto.

“**Bankruptcy Court**” shall have the meaning assigned to such term in the recitals hereto.

“**Board**” shall mean the Board of Governors of the Federal Reserve System of the United States.

“**Board of Directors**” shall mean, with respect to any person, (i) in the case of any corporation, the board of directors of such person, (ii) in the case of any limited liability company, the board of managers of such person, (iii) in the case of any partnership, the Board of Directors of the general partner of such person, (iv) in any other case, the functional equivalent of the foregoing and (v) any committee of any such board duly authorized to act on behalf of such board.

“**Borrower**” shall have the meaning assigned to such term in the preamble hereto.

“**Borrowing Request**” shall mean a request by Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit C, or such other form as shall be approved by the Administrative Agent.

“**Budget Variance**” shall mean the percentage deviation for all operating expenditure line items during any Testing Period, in the aggregate, of the amount set forth in the DIP Budget for all operating expenditure line items for such Testing Period; provided that ~~(i) any payments made from Unencumbered Cash (as defined in the DIP Final Order) and (ii) professional fees and expenses of the Loan Parties, the Prepetition Agent, the Prepetition Debt Holders and the Lender Parties~~ shall be excluded for purposes of determining compliance with the DIP Budget.

“**Build-Out Loan**” shall have the meaning assigned to such term in Section 2.01(eb).

“**Build-Out Loan Commitment**” shall mean, with respect to each Lender, the commitment, if any, of such Lender to make Loans hereunder in the amount set forth on Schedule 2.01(eb). The aggregate amount of the Lenders’ Build-Out Loan Commitment as of the Closing Date is ~~\$5,000,000~~ 10,800,000.

“**Build-Out Requirement**” shall have the meaning assigned to such term in Section 3.12(a).

“**Business Day**” shall mean any day other than a Saturday, Sunday or other day on which banks in New York City are authorized or required by law to close.

“**Canadian Income Tax Act**” means the *Income Tax Act* (Canada), as amended from time to time.

“**Canadian Broadcasting Act**” shall mean the *Broadcasting Act*, S.C. 1991, c. 11, as amended.

“**Canadian Pension Plan**” means a “registered pension plan”, as that term is defined in subsection 248(1) of the Canadian Income Tax Act, which is or was sponsored, administered or

contributed to, or required to be contributed to by, any Loan Party or under which any Loan Party has any actual or potential liability.

“**Canadian Plan Event**” means any event prohibited by Section 6.19 of the OpCo Credit Agreement which could reasonably be expected to result in liability for any Company.

“**Canadian Radiocommunication Act**” shall mean the *Radiocommunication Act*, R.S.C. 1985, c. R-2, as amended.

“**Canadian Telecommunications Act**” shall mean the *Telecommunications Act*, S.C. 1993, c. 38, as amended.

“**Capital Lease Obligations**” of any person shall mean the obligations of such person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“**Carve-Out**” shall have the meaning given to such term in the ~~Interim Order or the~~ Final Order, ~~as applicable~~.

“**Cash Equivalents**” shall mean, as to any person, (a) securities issued, or fully guaranteed or insured, by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition by such person; (b) time deposits and certificates of deposit of any Lender or any commercial bank having, or of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia having, capital and surplus aggregating in excess of \$500.0 million and a rating of “A” (or such other similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) with maturities of not more than one year from the date of acquisition by such person; (c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (b) above, which repurchase obligations are secured by a valid perfected security interest in the underlying securities; (d) commercial paper issued by any person incorporated in the United States rated at least A-3 or the equivalent thereof by Standard & Poor’s Ratings Group or at least P-3 or the equivalent thereof by Moody’s Investors Service Inc., and in each case maturing not more than one year after the date of acquisition by such person; (e) any readily-marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof, in each case rated at least A-1 or the equivalent thereof by Standard & Poor’s Ratings Group or at least P-1 or the equivalent thereof by Moody’s and in each case maturing not more than one year after the date of acquisition by such person; (f) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (a) through (e) above; and (g) demand deposit accounts maintained in the ordinary course of business.

“**Casualty Event**” shall mean any involuntary loss of title, any involuntary loss of, damage to or any destruction of, or any condemnation or other taking (including by any Governmental Authority) of, any property of Borrower or any of its Subsidiaries. “Casualty Event” shall include but not be limited to any taking of all or any part of any Real Property of any person or any part thereof, in or by

condemnation or other eminent domain proceedings pursuant to any Requirement of Law, or by reason of the temporary requisition of the use or occupancy of all or any part of any Real Property of any person or any part thereof by any Governmental Authority, civil or military, or any settlement in lieu thereof.

~~“CAA” means the Companies’ Creditors Arrangement Act (Canada), as amended from time to time.~~

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.* and all implementing regulations.

A “**Change in Control**” shall be deemed to have occurred if:

- (a) a change of control occurs under any Material Indebtedness (the enforcement of which is not stayed by the Chapter 11 Cases);
- (b) any plan relating to the liquidation or dissolution of Borrower is adopted; or
- (c) the Permitted Holders (collectively) shall fail (i) to own, or to have the power to vote or direct the voting of, a majority of the Voting Stock of Borrower or (ii) to own Equity Interests representing a majority of the total economic interests of the Equity Interests of Borrower.

For purposes of this definition, a person shall not be deemed to have beneficial ownership of Equity Interests subject to a stock purchase agreement, merger agreement or similar agreement until the consummation of the transactions contemplated by such agreement.

“**Change in Law**” shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking into effect of any law, treaty, order, policy, rule or regulation, (b) any change in any law, treaty, order, policy, rule or regulation or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority.

“**Chapter 11 Cases**” shall have the meaning assigned to such term in the recitals hereto.

“**Charges**” shall have the meaning assigned to such term in Section 10.14.

“**Closing Date**” shall mean ~~June~~July [], 2012.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Collateral Agent**” shall mean U.S. Bank National Association in its capacity as collateral agent for the Lenders and includes each other person appointed as successor pursuant to Article IX.

“**Commitments**” shall mean the Initial Loan Commitment, ~~the Subsequent Loan Commitment~~ and the Build-Out Loan Commitment.

“**Communications**” shall have the meaning assigned to such term in Section 10.01(b).

“**Communications Act**” shall mean the Communications Act of 1934, as amended, and any successor federal statute, and the rules and regulations and published policies of the FCC thereunder, all as the same may be in effect from time to time.

“**Communications Laws**” shall mean all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions or notices issued, promulgated or entered into by any Governmental Authority that are designed or intended to regulate the communications or telecommunications industry with respect to the use of radio frequencies and/or the provision of communications or telecommunications services.

“**Communications Licenses**” shall mean (i) the One Dot Six License and (ii) all other authorizations, licenses, permits, certificates, approvals, registrations, orders and franchises and similar forms of authority issued to or conferred upon any Company, in each case by any Governmental Authority (including, without limitation, the FCC, Industry Canada and the CRTC) with respect to the use of radio frequencies and/or the provision of communications or telecommunications services in connection with the One Dot Six Lease.

“**Companies**” shall mean Borrower and the Guarantors; and Company shall mean any one of them.

“**Compliance Certificate**” shall mean a certificate of a Financial Officer substantially in the form of Exhibit D.

“**Contingent Obligation**” shall mean, as to any person, any obligation, agreement, understanding or arrangement of such person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations (“**primary obligations**”) of any other person (the “**primary obligor**”) in any manner, whether directly or indirectly, including any obligation of such person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor; (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation; (d) with respect to bankers’ acceptances, letters of credit and similar credit arrangements, until a reimbursement obligation arises (which reimbursement obligation shall constitute Indebtedness); or (e) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided, however*, that the term “Contingent Obligation” shall not include endorsements of instruments for deposit or collection in the ordinary course of business or any product warranties but shall include agreements which purport to make any person primarily liable for Indebtedness or other obligations of the primary obligor so long as such primary obligor has a corresponding primary obligation with respect to such Indebtedness or other obligation. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such person may be liable, whether singly or jointly, pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such person in good faith.

“**Control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms “**Controlling**” and “**Controlled**” shall have meanings correlative thereto.

“**Controlled Investment Affiliate**” shall mean, as to any person, any other person which directly or indirectly is in Control of, is Controlled by, or is under common Control with, such person and is organized primarily for making equity or debt investments in Borrower or other portfolio companies.

“**Credit Extension**” shall mean the making of a Loan by a Lender.

“**CRTC**” shall mean the Canadian Radio-television and Telecommunications Commission, or any successor agency administering the Canadian Broadcasting Act and the Canadian Telecommunications Act, including its staff acting under delegated authority.

“**Currency Due**” shall have the meaning assigned to such term in Section 2.16.

“**Debt Issuance**” shall mean the incurrence by Borrower or any of its Subsidiaries of any Indebtedness after the Closing Date (other than as permitted by Section 6.01).

“**Default**” shall mean any event, occurrence or condition which is, or upon notice, lapse of time or both would constitute, an Event of Default.

“**DIP Budget**” shall have the meaning assigned to “Budget” in the ~~Interim Order or Final Order;~~ and attached hereto as ~~applicable~~ Exhibit F.

“**DIP Collateral**” shall have the meaning assigned to such term in the ~~Interim Order or Final Order;~~ ~~as applicable~~.

~~“**DIP Order**” shall mean the Interim Order or the Final Order, as applicable under the circumstances.~~

“**Disqualified Capital Stock**” shall mean any Equity Interest which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 180 days after the Maturity Date, (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interests referred to in (a) above, in each case at any time on or prior to the date that is 180 days after the Maturity Date, or (c) contains any repurchase obligation which may come into effect prior to payment in full of all Obligations; *provided, however*, that any Equity Interests that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Equity Interests upon the occurrence of a change in control or an asset sale occurring prior to the date that is 180 days after the Maturity Date shall not constitute Disqualified Capital Stock if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the repayment in full of the Obligations.

“**Dividend**” with respect to any person shall mean that such person has declared or paid a dividend or returned any equity capital to the holders of its Equity Interests or authorized or made any other distribution, payment or delivery of property (other than Qualified Capital Stock of such person or one of its direct or indirect parent holding companies or, in the case of Borrower, issuances of Equity Interests made as a paid-in-kind dividend pursuant to the terms of any such Equity Interests as in effect as of the Closing Date) or cash to the holders of its Equity Interests as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for consideration any of its Equity Interests outstanding (or any options or warrants issued by such person with respect to its Equity Interests), or set aside any funds for any of the foregoing purposes, or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for consideration any of the Equity Interests of such person outstanding (or any options or warrants issued by such person with respect to its Equity Interests). Without limiting the foregoing, “Dividends” with respect to any person shall also include all payments made or required to be made by such person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans or setting aside of any funds for the foregoing purposes.

“**dollars**” or “**\$**” shall mean lawful money of the United States.

“**Eligible Assignee**” shall mean any person to whom it is permitted to assign Loans and Commitments pursuant to Section 10.04(b)(i); *provided that* “Eligible Assignee” shall not include any Company or any of its subsidiaries or any natural person.

“**Embargoed Person**” shall mean any party that (i) is publicly identified on the most current list of “Specially Designated Nationals and Blocked Persons” published by the U.S. Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) or resides, is organized or chartered, or has a place of business in a country or territory subject to OFAC sanctions or embargo programs or (ii) is publicly identified as prohibited from doing business with the United States under the International Emergency Economic Powers Act, the Trading With the Enemy Act, or any other Requirement of Law.

“**Environment**” shall mean ambient air, indoor air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, natural resources, the workplace or as otherwise defined in any Environmental Law.

“**Environmental Claim**” shall mean any claim, notice, demand, order, action, suit, proceeding or other communication alleging liability for or obligation with respect to any investigation, remediation, removal, cleanup, response, corrective action, damages to natural resources, personal injury, property damage, fines, penalties or other costs resulting from, related to or arising out of (i) the presence, Release or threatened Release in or into the Environment of Hazardous Material at any location or (ii) any violation or alleged violation of any Environmental Law, and shall include any claim seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from, related to or arising out of the presence, Release or threatened Release of Hazardous Material or alleged injury or threat of injury to health, safety or the Environment.

“**Environmental Law**” shall mean any and all present and future treaties, laws, statutes, ordinances, regulations, rules, decrees, orders, judgments, consent orders, consent decrees, code or other binding requirements, and the common law, relating to protection of public health or the Environment, the Release or threatened Release of Hazardous Material, natural resources or natural resource damages, or occupational safety or health, and any and all Environmental Permits.

“**Environmental Permit**” shall mean any permit, license, approval, registration, notification, exemption, consent or other authorization required by or from a Governmental Authority under Environmental Law.

“**Equity Interest**” shall mean, with respect to any person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of equity of such person, including, if such person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of property of, such partnership, whether outstanding on the date hereof or issued after the Closing Date, but excluding debt securities convertible or exchangeable into such equity.

“**ERISA**” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time, the regulations promulgated thereunder and any successor statute.

“**ERISA Affiliate**” shall mean, with respect to any person, any trade or business (whether or not incorporated) that, together with such person, is treated as a single employer under Section 414 of the Code. Any former ERISA Affiliate of the Loan Party or Borrower shall continue to be considered an ERISA Affiliate of the Loan Parties or Borrower within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of the Loan Parties or Borrower and with respect to liabilities arising after such period for which the Loan Parties or Borrower could be liable under the Code or ERISA.

“**ERISA Event**” shall mean the occurrence of any one or more of the following: (a) any “reportable event,” as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Single Employer Plan (other than an event for which the 30-day notice period is waived by regulation); (b) any failure by a Single Employer Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such plan, whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Single Employer Plan; (d) the incurrence by any Loan Party or any of their respective ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Single Employer Plan; (e) the receipt by any Loan Party or any of their respective ERISA Affiliates from the PBGC or a plan administrator of any notice relating to the intention to terminate any Single Employer Plan or to appoint a trustee to administer any Single Employer Plan; (f) the incurrence by any Loan Party or any of their respective ERISA Affiliates of any liability with respect to the withdrawal from any Single Employer Plan or Multiemployer Plan; (g) the receipt by any Loan Party or any of their ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; (h) a determination that any Single Employer Plan is, or is expected to be, in “at risk” status (as defined in Section 430 of the Code or Section 303 of ERISA); (i) a determination that any Multiemployer Plan is, or is expected to be, in “critical” or “endangered” status under Section 432 of the Code or Section 305 of ERISA; or (j) the imposition of a lien pursuant to Section 430(k) of the Code or Section 303(k) of ERISA or a violation of Section 436 of the Code with respect to any Single Employer Plan.

“**Event of Default**” shall have the meaning assigned to such term in Section 8.01.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

“**Excluded Taxes**” shall mean, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of Borrower hereunder, (a) taxes imposed on or measured by its overall net income or profits and franchise taxes imposed on it (in lieu of net income taxes), however denominated, by a jurisdiction as a result of the recipient being organized or having its principal office or, in the case of any Lender, its applicable lending office in such jurisdiction, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by Borrower under Section 2.14), any U.S. federal withholding tax that is imposed on payments pursuant to any Requirements of Law that are in effect at the time such Foreign Lender becomes a party hereto, except to the extent that such Foreign Lender’s assignor, if any, was entitled, immediately prior to such assignment, to receive additional amounts or indemnity payments from Borrower with respect to such withholding tax pursuant to Section 2.13; *provided* that this subclause (b) shall not apply to any tax imposed on a Lender in connection with an interest or participation in any Loan or other obligation that such Lender acquired pursuant to Section 2.14(b), (c) in the case of a Foreign Lender who designates a new lending office, any U.S. federal withholding tax that is imposed on payments pursuant to any Requirements of Law that are in effect at the time of such change in lending office, except to the extent that such Foreign Lender was entitled, immediately prior to such change in lending office, to receive additional amounts or indemnity payments from Borrower with respect to such withholding tax pursuant to Section 2.13, (d) any U.S. federal withholding tax that is attributable to such Lender’s failure to comply with Section 2.13(e), or (e) any U.S. federal withholding taxes imposed as a result of such Lender’s failure to comply with the requirements of Sections 1471 through 1474 of the Code (as of the Closing Date) and any regulations promulgated thereunder to establish an exemption from withholding thereunder.

“Existing Employee” means (a) any employee or officer of any Loan Party or any of their respective Subsidiaries (including any Partnership Company) as of the Closing Date or (b) any replacement after the Closing Date of any person described in clause (a) (in each case, other than any Person that is an officer, employee, advisor or consultant of the Sponsor).

“**Existing Lien**” shall have the meaning assigned to such term in Section 6.02(c).

“**Exit Fee**” shall have the meaning assigned to such term in Section 2.05(b).

“**Extension Condition**” shall be deemed to be satisfied if the deadline to meet the October 1, 2013 Build-Out Requirement under the One Dot Six License is extended by the FCC to a date that is no earlier than May 15, 2014.

“**FCC**” shall mean the U.S. Federal Communications Commission, or any successor agency of the federal government administering the Communications Act, including its staff acting under delegated authority.

“**Federal Funds Effective Rate**” shall mean, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day for such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

“**Final Order**” shall mean, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as

approved by the Bankruptcy Court which order shall be satisfactory in form and substance to the Lenders, and which order is in effect and not stayed, together with all extensions, modifications and amendments thereto, in form and substance satisfactory to Lenders, which, among other matters but not by way of limitation, authorizes the Borrower to obtain credit, incur (or guaranty) Indebtedness, and grant Liens under this Agreement and the other Loan Documents, as the case may be, provides for the super priority of Administrative Agent's, Collateral Agent's and Lenders' claims.

“**Final Order Entry Date**” shall mean the date upon which the Final Order is entered by the Bankruptcy Court.

“**Financial Officer**” of any person shall mean the chief financial officer, principal accounting officer, treasurer or controller of such person.

“**FIRREA First Day Declaration**” shall mean ~~the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended,~~ the Declaration of Marc R. Montager, in his capacity as Chief Financial Officer of the Parent Guarantor, submitted pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Bankruptcy Court and entered on May 14, 2012 (Docket No. 3 in Case No. 12-12080).

“**Foreign Lender**” shall mean any Lender that is not, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (iii) an estate whose income is subject to U.S. federal income taxation regardless of its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clauses (b) and (c) of the definition of Excluded Taxes, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence (in which event, the determination of whether a U.S. federal withholding tax on payments was imposed pursuant to any Requirements of Law in effect at the time such Foreign Lender became a party hereto will be made by reference to the time when the applicable direct or indirect partner became a direct or indirect partner of such Foreign Lender, but only if such date is later than the date on which such Foreign Lender became a party hereto).

“**Foreign Plan**” shall mean any employee benefit plan, program, policy, arrangement or agreement (other than a Canadian Pension Plan) maintained or contributed to by any Company with respect to employees employed outside the United States (including for greater certainty any employee benefit plan, program policy or arrangement maintained or contributed to by any Company with respect to employees employed in Canada, other than a Canadian Pension Plan).

~~“**Foreign Subsidiary**” shall mean a Subsidiary that is organized under the laws of a jurisdiction other than the United States or any state thereof or the District of Columbia.~~

“**Fund**” shall mean any person that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“**GAAP**” shall mean generally accepted accounting principles in the United States applied on a consistent basis.

“**General Partner**” means LightSquared GP Inc., a Delaware corporation.

“**Governmental Authority**” shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency (including the FCC), authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union, the European Central Bank or the Organization for Economic Co-operation and Development).

“**Guaranteed Obligations**” shall have the meaning assigned to such term in Section 7.01.

“**Guarantees**” shall mean the guarantees issued pursuant to Article VII by the Guarantors.

“**Guarantor**” shall mean Parent Guarantor and each Subsidiary of Parent Guarantor listed on Schedule 1.01(a), and each other Subsidiary of Parent Guarantor that is or becomes a party to this Agreement pursuant to Section 5.115.12; *provided* that, no Partnership Parent or Partnership Company shall be Guarantors hereunder.

“**Hazardous Materials**” shall mean the following: hazardous substances; hazardous wastes; polychlorinated biphenyls (“PCBs”) or any substance or compound containing PCBs; asbestos or any asbestos-containing materials in any form or condition; radon or any other radioactive materials including any source, special nuclear or by-product material; petroleum, crude oil or any fraction thereof; and any other pollutant or contaminant or chemicals, wastes, materials, compounds, constituents or substances, subject to regulation or which can give rise to liability under any Environmental Laws.

“**Hedging Agreement**” shall mean any swap, cap, collar, forward purchase or similar agreements or arrangements dealing with interest rates, currency exchange rates or commodity prices, either generally or under specific contingencies.

“**Hedging Obligations**” shall mean obligations under or with respect to Hedging Agreements.

“**Indebtedness**” of any person shall mean, without duplication, (a) all obligations of such person for borrowed money; (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments; (c) all obligations of such person under conditional sale or other title retention agreements relating to property purchased by such person; (d) all obligations of such person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than 90 days); (e) all Indebtedness of others secured by any Lien on property owned or acquired by such person, whether or not the obligations secured thereby have been assumed, but limited to the lesser

of the fair market value of such property and the amount of the obligation so secured; (f) all Capital Lease Obligations, Purchase Money Obligations and synthetic lease obligations of such person; (g) all Hedging Obligations to the extent required to be reflected on a balance sheet of such person; (h) all Attributable Indebtedness of such person; (j) all obligations of such person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers' acceptances and similar credit transactions; and (i) all Contingent Obligations of such person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (i) above. The Indebtedness of any person shall include the Indebtedness of any other entity (including any partnership in which such person is a general partner) to the extent such person is liable therefor as a result of such person's ownership interest in or other relationship with such entity, except (other than in the case of general partner liability) to the extent that terms of such Indebtedness expressly provide that such person is not liable therefor.

"Indemnified Taxes" shall mean all Taxes other than Excluded Taxes.

"Indemnitee" shall have the meaning assigned to such term in Section 10.03(b).

"Industry Canada" shall mean the Canadian federal government Department of Industry or any successor department or agency administering the Canadian Radiocommunication Act, among other statutes, including its staff acting under delegated authority.

"Information" shall have the meaning assigned to such term in Section 10.12.

"Initial Loan" shall have the meaning assigned to such term in Section 2.01(a).

"Initial Loan Commitment" shall mean, with respect to each Lender, the commitment, if any, of such Lender to make Loans hereunder in the amount set forth on Schedule 2.01(a). The aggregate amount of the Lenders' Initial Loan Commitment as of the Closing Date is ~~\$10,000,000~~30,600,000.

"Inmarsat Agreement" shall mean the Amended and Restated Cooperation Agreement, dated as of August 6, 2010, by and among the Partnership, SkyTerra (Canada) Inc., Parent Guarantor and Inmarsat Global Limited, as in effect on the date hereof or as amended, supplemented or otherwise modified from time to time so long as such amendment, supplement or other modification is not, when taken as a whole, materially adverse to the Lenders compared to the agreement as in effect on the Closing Date.

"Intellectual Property" shall have the meaning assigned to such term in Section 3.06(a).

"Interest Payment Date" shall mean (a) the last Business Day of each calendar month to occur during any period in which such Loan is outstanding and (b) the Maturity Date, as the case may be.

~~**"Interim Order"** shall mean the order of the Bankruptcy Court entered in the Chapter 11 Cases after an interim hearing (assuming satisfaction of the standards prescribed in Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), which order is in effect and not stayed, together with all extension, modifications, and amendments thereto, in form and substance satisfactory to Administrative Agent, which, among other matters but not by way of limitation, authorizes, on an interim basis, Borrower to execute and perform under the terms of this Agreement and the other Loan Documents.~~

“**Investments**” shall have the meaning assigned to such term in Section 6.04.

“**ITU**” shall mean the International Telecommunication Union, or any successor agency of the United Nations that develops standards and procedures concerning radiocommunications.

“**Joinder Agreement**” shall mean a joinder agreement substantially in the form of Exhibit E.

“**Judgment Currency**” shall have the meaning assigned to such term in Section 2.16.

“**Lender Parties**” shall mean, collectively, the Administrative Agent, the Collateral Agent and the Lenders.

“**Lenders**” shall mean (a) the financial institutions that are signatories hereto as a Lender and (b) any financial institution that has become a party hereto pursuant to an Assignment and Assumption, other than, in each case, any such financial institution that has ceased to be a party hereto pursuant to an Assignment and Assumption.

“**Lien**” shall mean, with respect to any property, (a) any mortgage, deed of trust, lien, pledge, encumbrance, claim, charge, assignment, hypothecation, security interest or encumbrance of any kind or any arrangement to provide priority or preference or any filing of any financing statement under the UCC or any other similar notice of lien under any similar notice or recording statute of any Governmental Authority, including any easement, right-of-way or other encumbrance on title to Real Property, in each of the foregoing cases whether voluntary or imposed by law, and any agreement to give any of the foregoing; (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such property; and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“**Loan Documents**” shall mean this Agreement, the Notes (if any), ~~the Interim Order~~, the Final Order and any other instrument or agreement now or hereafter executed and delivered to the Administrative Agent or the Lenders in connection herewith, each as amended and in effect from time to time.

“**Loan Parties**” shall mean Borrower and the Guarantors.

“**Loans**” shall mean the term loans made by the Lenders to Borrower pursuant to Section 2.01 and any additional term loans made pursuant to Section 10.18.

“**Margin Stock**” shall have the meaning assigned to such term in Regulation U.

“**Material Adverse Effect**” shall mean, other than the events leading up to the filing of the Chapter 11 Cases that have been disclosed to the Lenders on or prior to the Closing Date, the filing of the Chapter 11 Cases, and changes to the business, property, results of operations or condition, financial or otherwise, or agreements of the Partnership Parents or Partnership Companies, in each case, which shall not be deemed to constitute or give rise to a Material Adverse Effect, (a) a material adverse effect on the business, property, results of operations or condition, financial or otherwise, or material agreements of the Loan Parties, taken as a whole; (b) material impairment of the ability of the Loan Parties to fully and

timely perform any of their obligations under any Loan Document; or (c) material impairment of the rights of or benefits or remedies available to the Lenders under any Loan Document.

“**Material Indebtedness**” shall mean any Indebtedness (other than the Loans) or Hedging Obligations of Parent Guarantor or any Loan Party in an aggregate outstanding principal amount exceeding \$500,000. For purposes of determining Material Indebtedness, the “principal amount” in respect of any Hedging Obligations of Parent Guarantor or any Loan Party at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Loan Party would be required to pay if the related Hedging Agreement were terminated at such time.

“**Material License**” shall mean, at any time, a Communications License that either individually or in the aggregate is material to the business of the Loan Parties (which for the avoidance of doubt shall exclude Communications Licenses owned by the Partnership and its subsidiaries), including the One Dot Six License.

“**Maturity Date**” shall mean the earliest to occur of (a) the date on which all of the Obligations have been indefeasibly repaid in full, (b) November 15, 2013, (c) the date of the closing of a sale of all or substantially all of the Loan Parties’ assets or stock under Section 363 of the Bankruptcy Code, (d) the effective date of a confirmed plan of reorganization in any Chapter 11 Case pursuant to Chapter 11 of the Bankruptcy Code (“**Plan of Reorganization**”) and (e) the date of termination of the Commitments and/or acceleration of the Obligations following an Event of Default pursuant to Article VIII.

“**Maximum Rate**” shall have the meaning assigned to such term in Section 10.14.

“**Maximum Variance**” shall mean 20%.

“**MNPI**” shall have the meaning assigned to such term in Section 10.01(d).

“**Multiemployer Plan**” shall mean a multiemployer plan within the meaning of Section 4001(a)(3) or Section 3(37) of ERISA.

“**Net Cash Proceeds**” shall mean:

(a) with respect to any Asset Sale (including any issuance or sale of Equity Interests), the cash proceeds received (including lease payments or license fees) by the Loan Parties (including cash proceeds subsequently received (as and when received by the Loan Parties) in respect of non-cash consideration initially received) net of (i) selling expenses (including reasonable brokers’ fees or commissions, legal, accounting and other professional and transactional fees, transfer and similar taxes and Borrower’s good faith estimate of income taxes actually paid or payable in connection with such sale); (ii) amounts provided as a reserve, in accordance with GAAP against (x) any liabilities under any indemnification obligations associated with such Asset Sale or (y) any other liabilities retained by the Loan Parties associated with the properties sold in such Asset Sale (*provided* that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds); (iii) Borrower’s good faith estimate of payments required to be made with respect to unassumed liabilities relating to the properties sold within 90 days of such Asset Sale (*provided* that, to the extent such cash proceeds are not used to make payments in respect of such unassumed liabilities

within 90 days of such Asset Sale, such cash proceeds shall constitute Net Cash Proceeds); and (iv) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by a Lien on the properties sold in such Asset Sale (so long as such Lien was permitted to encumber such properties under the Loan Documents at the time of such sale) and which is repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such properties);

(b) with respect to any Casualty Event, the cash insurance proceeds, condemnation awards and other compensation received in respect thereof, net of (i) all reasonable costs and expenses incurred in connection with the collection of such proceeds, awards or other compensation in respect of such Casualty Event and (ii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by a Lien on the properties that are the subject of such Casualty Event (so long as such Lien was permitted to encumber such properties under the Loan Documents at the time of such Casualty Event) and which is repaid with such proceeds; and

(c) with respect to any Debt Issuance by the Loan Parties, the cash proceeds thereof, net of customary fees, commissions, costs and other expenses incurred in connection therewith.

“**Notes**” shall mean any notes evidencing the Loans issued pursuant to this Agreement, if any, in a form agreed between Borrower and the Administrative Agent.

“**Obligations**” shall mean (a) obligations of Borrower and the other Loan Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of Borrower and the other Loan Parties under this Agreement and the other Loan Documents, and (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of Borrower and the other Loan Parties under or pursuant to this Agreement and the other Loan Documents.

“**OFAC**” shall have the meaning set forth in the definition of “**Embargoed Person.**”

“**Officers’ Certificate**” shall mean a certificate executed by the chairman of the Board of Directors (if an officer), the chief executive officer, the president, or one of the Financial Officers, each in his or her official (and not individual) capacity.

“**One Dot Four Corp.**” shall mean One Dot Four Corp., a Delaware corporation.

“**One Dot Six Lease**” shall mean the Lease Purchase Agreement dated as of April 13, 2010, among Borrower, as purchaser, TVCC One Six Holdings LLC, as seller, and TVCC Holding Company, LLC (and all rights conveyed thereby to Borrower. in that certain (i) Long-Term De Facto Transfer Lease Agreement dated as of July 23, 2007, between OP LLC, as lessor, and TVCC One Six

Holdings, LLC, as lessee and (ii) the Long-Term de facto Transfer Sublease Agreement dated as of August 13, 2008, between OP LLC, as lessee, and TVCC One Six Holdings, LLC, as lessor).

“**One Dot Six License**” shall mean the license granted on October 1, 2003 by the FCC under FCC Registration Number 0008617136 for certain nationwide spectrum rights for 5 megahertz in the 1670-1675 megahertz band under call sign WPYQ831.

“**One Dot Six TVCC Corp.**” shall mean One Dot Six TVCC Corp., a Delaware corporation and wholly owned Subsidiary of Borrower.

“**OpCo Credit Agreement**” shall mean that certain Credit Agreement dated as of October 1, 2010 among the Partnership, Borrower, the other guarantors from time to time party thereto, the lenders from time to time party thereto and the agents named therein, as amended, restated, supplemented or otherwise modified from time to time.

“**OpCo Loan Documents**” shall have the meaning assigned to the term “Loan Documents” under the OpCo Credit Agreement.

“**Organizational Documents**” shall mean, with respect to any person, (i) in the case of any corporation, the certificate of incorporation, articles and by-laws (or similar documents) of such person, (ii) in the case of any limited liability company, the certificate of formation and operating agreement (or similar documents) of such person, (iii) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such person, (iv) in the case of any general partnership, the partnership agreement (or similar document) of such person and (v) in any other case, the functional equivalent of the foregoing.

“**Other Expenses**” shall mean (A) Professional Fees, (B) fees and expenses of the Administrative Agent, the Collateral Agent and the Lenders with respect to the Loans and the Chapter 11 Cases, including, without limitation, attorneys’ fees and fees of professional advisors; and (C) Adequate Protection Payments.

“**Other Taxes**” shall mean all present or future stamp or documentary taxes or any other excise, property or similar taxes, charges or levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document (and any interest, additions to tax or penalties applicable thereto).

“**Parent Guarantor**” means LightSquared Inc., a Delaware corporation.

“**Participant**” shall have the meaning assigned to such term in Section 10.04(d).

“**Participant Register**” shall have the meaning assigned to such term in Section 10.04(d).

“**Partnership**” shall mean LightSquared LP, a Delaware limited partnership.

“**Partnership Companies**” shall mean the Partnership and each of its Subsidiaries.

“Partnership Company DIP Lender” ~~has the meaning assigned to such term in Section 6.08(e)~~ shall mean a lender under a debtor in possession credit facility of any of the Partnership Companies.

“Partnership Parents” shall mean the General Partner, LightSquared Investors Holdings Inc., a Delaware corporation and TMI Communications Delaware Limited Partnership, a Delaware limited partnership.

“PBGC” shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor statute).

“Permitted Holders” shall mean (a) Sponsor and (b) its Controlled Investment Affiliates.

“Permitted Liens” shall have the meaning assigned to such term in Section 6.02.

“Permitted Tax Distributions” shall mean Permitted Tax Distributions as defined in the OpCo Credit Agreement.

“person” shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Petition Date” shall have the meaning assigned to such term in the recitals hereto.

“PIK Interest” shall have the meaning assigned to such term in Section 2.06(b).

“Plan” shall mean any “employee benefit plan” as defined in Section 3(3) of ERISA (whether or not subject to ERISA but excluding Canadian Pension Plans) which is sponsored, maintained or contributed to by, or required to be contributed to by, Borrower or any Company or with respect to which, Borrower or any Company has or could reasonably be expected to have liability, contingent or otherwise.

“Plan of Reorganization” shall have the meaning set forth in the definition of Maturity Date.

“Platform” shall have the meaning assigned to such term in Section 10.01(c).

~~**“Postpetition”** means the time period beginning immediately upon the filing of the Chapter 11 Cases.~~

~~**“Preemptive Rights”** shall mean any preemptive rights under Section 3.1 of the Shareholder Agreement exercisable by the holders of Parent Guarantor’s Equity Interests.~~

“Prepetition” means the time period ending immediately prior to the filing of the Chapter 11 Cases.

“Prepetition Agent” shall mean US Bank, in its capacity as “Administrative Agent” and “Collateral Agent”, under the Prepetition Credit Agreement.

“Prepetition Credit Agreement” shall mean the Credit Agreement dated as of July 1, 2011 (as amended as of August 23, 2011 and March 15, 2012) among Parent Guarantor, the Borrower, as a subsidiary guarantor, certain other subsidiary guarantors party thereto, US Bank, as “Administrative Agent” and “Collateral Agent”, and the “Lenders” party thereto, as such agreement has been modified to date.

“Prepetition Debt Holders” shall mean the “Lenders” party to the Prepetition Credit Agreement.

“Prepetition Loan Documents” shall mean the agreements, documents, notes and instruments in respect of the Prepetition Credit Agreement.

“Private Side Communications” shall have the meaning assigned to such term in Section 10.01(d).

“Private Siders” shall have the meaning assigned to such term in Section 10.01(d).

“Professional Fees” shall mean the fees and expenses ~~of fees~~ or disbursements of any professionals retained by the Loan Parties incurred in connection with the Chapter 11 Cases.

“property” shall mean any right, title or interest in or to property or assets of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible and including Equity Interests or other ownership interests of any person and whether now in existence or owned or hereafter entered into or acquired, including all Real Property.

“Public Siders” shall have the meaning assigned to such term in Section 10.01(d).

“Purchase Money Obligation” shall mean, for any person, the obligations of such person in respect of Indebtedness (including Capital Lease Obligations) incurred for the purpose of financing all or any part of the purchase price of, or the cost of installation, lease or construction of, any improvements or additions relating to the Build-Out Requirement; *provided, however*, that (i) such Indebtedness is incurred substantially contemporaneously with such acquisition, installation, lease or construction of such improvements or additions by such person and (ii) the amount of such Indebtedness does not exceed 100% of the cost of such acquisition, installation, lease, or construction, as the case may be.

“Qualified Capital Stock” of any person shall mean any Equity Interests of such person that are not Disqualified Capital Stock.

“Real Property” shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof, but excluding, for the avoidance of doubt, any spectrum-related assets.

“Register” shall have the meaning assigned to such term in Section 10.04(c).

“**Regulation T**” shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“**Regulation U**” shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“**Regulation X**” shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” shall mean, with respect to any person, such person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such person and of such person’s Affiliates.

“**Release**” shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating of any Hazardous Material in, into, onto or through the Environment.

“**Required Lenders**” shall mean Lenders having more than 50% of the sum of all Loans outstanding.

“**Requirements of Law**” shall mean, collectively, any and all applicable requirements of any Governmental Authority including any and all laws, judgments, orders, executive orders, decrees, ordinances, rules, regulations, statutes or case law.

“**Response**” shall mean (a) “response” as such term is defined in CERCLA, 42 U.S.C. § 9601(24), and (b) all other actions required by any Governmental Authority or voluntarily undertaken to (i) clean up, remove, treat, abate or in any other way address any Hazardous Material in the Environment; (ii) prevent the Release or threat of Release, or minimize the further Release, of any Hazardous Material; or (iii) perform studies and investigations in connection with, or as a precondition to, or to determine the necessity of the activities described in, clause (i) or (ii) above.

“**Responsible Officer**” of any person shall mean any executive officer or Financial Officer of such person and any other officer or similar official thereof with responsibility for the administration of the obligations of such person in respect of this Agreement.

“**Sale and Leaseback Transaction**” has the meaning assigned to such term in Section 6.03.

“**Securities Act**” shall mean the Securities Act of 1933.

~~“**Shareholder Agreement**” shall mean that certain Fourth Amended and Restated Stockholder’s Agreement dated as of February 24, 2011 by and among Parent Guarantor, HGW US Holding Company, L.P. and certain other parties thereto.~~

“**Single Employer Plan**” shall mean any “employee benefit plan” as defined in Section 3(3) of ERISA (whether or not subject to ERISA) which is sponsored, maintained or contributed to by, or required to be contributed to by any Loan Parties or any of the ERISA Affiliates or with respect to which any Loan Party or any of the ERISA Affiliates has liability that is covered by Title IV of ERISA (but which is not a Multiemployer Plan).

“**Sponsor**” shall mean collectively, Harbinger Capital Partners LLC and Harbinger Capital Partners LLC II, each a Delaware limited liability company.

“**Sponsor Affiliated Lender**” shall mean the Sponsor or any of its Affiliates, in their capacity as Lender hereunder.

“**Strategic Investor**” means (i) any Person, the substantial majority of whose business is as a telecommunications services provider (including any wireless carrier) in the United States or provider of telecommunications infrastructure services or manufacturer of telecommunications equipment, (ii) any other Person approved by the Required Lenders in advance (such approval not to be unreasonably withheld), or (iii) any Subsidiary of any Person described in the foregoing clauses, in each case as identified to the Administrative Agent from time to time and with whom the Parent Guarantor or any of its Subsidiaries (including any Partnership Company) may enter into a strategic relationship.

~~“**Subsequent Loan**” shall have the meaning assigned to such term in Section 2.01(b).~~

~~“**Subsequent Loan Commitment**” shall mean, with respect to each Lender, the commitment, if any, of such Lender to make Loans hereunder in the amount set forth on Schedule 2.01(b). The aggregate amount of the Lenders’ Subsequent Loan Commitment as of the Closing Date is \$15,000,000.~~

“**Subsidiary**” shall mean, with respect to any person (the “**parent**”) at any date, (i) any corporation, limited liability company, association or other business entity of which securities or other ownership interests representing more than 50% of the voting power of all Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Board of Directors thereof are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the parent, (ii) any partnership (a) the sole general partner or the managing general partner of which is the parent and/or one or more subsidiaries of the parent or (b) the only general partners of which are the parent and/or one or more subsidiaries of the parent, and (iii) any other person that is otherwise Controlled by the parent and/or one or more subsidiaries of the parent. Unless the context requires otherwise and except with respect to Sections 2.12(d)(ii) and 3.21, “Subsidiary” refers to a Subsidiary of Borrower and shall not include the Partnership Parents or the Partnership Companies.

~~“**Superpriority Claim**” means a claim against any Loan Party in the Chapter 11 Cases which is an administrative expense claim having priority over any or all administrative expenses of the kind specified in Sections 503(b) or 507(b) of the Bankruptcy Code.~~

“**Tax Return**” shall mean all returns, statements, filings, attachments and other documents or certifications required to be filed in respect of Taxes.

“**Taxes**” shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Testing Date**” shall mean the end of each Testing Period.

“**Testing Period**” shall mean the period from the date of the entry of the ~~Interim~~Final Order to [•], 2012 and each two calendar month period thereafter

“**Transaction Documents**” shall mean the Loan Documents.

“**Transactions**” shall mean, collectively, the transactions to occur on or prior to the Closing Date pursuant to the Transaction Documents, including (a) the execution, delivery and performance of the Loan Documents and the initial borrowings hereunder; and (b) the payment of all fees and expenses to be paid on or prior to the Closing Date and owing in connection with the foregoing.

“**Transferred Guarantor**” shall have the meaning assigned to such term in Section 7.09.

“**UCC**” shall mean the Uniform Commercial Code as in effect from time to time (except as otherwise specified) in any applicable state or jurisdiction.

“Undesignated Loan Proceeds” has the meaning set forth in Section 3.12(a).

“**United States**” shall mean the United States of America.

“**Up-Front Fee**” shall have the meaning assigned to such term in Section 2.05(a).

“Up-Front Fee Calculation Date” shall have the meaning assigned to such term in Section 2.05(a).

“**USA PATRIOT Act**” shall have the meaning set forth in the definition of “**Anti-Terrorism Laws**.”

“**Voting Stock**” shall mean, with respect to any person, any class or classes of Equity Interests pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the Board of Directors of such person.

“**Warrant Documents**” shall mean the Warrants and the Warrant Purchase Agreement.

“**Warrant Purchase Agreement**” shall mean each Warrant Purchase Agreement dated as of July 1, 2011 between Parent Guarantor and the applicable purchaser providing for the issuance of the Warrants.

“Warrants” shall mean any warrants issued by Parent Guarantor, whether now existing or issued pursuant to the terms of Section 6.11 hereof, that are at any relevant time held by any Lender, or any Affiliates of any Lender, including, but not limited to, warrants issued pursuant to the Warrant Purchase Agreement and Warrant No. WRA-13 of Parent Guarantor dated July 25, 2011, Warrant No. WRA-14 of Parent Guarantor dated July 25, 2011, Warrant No. WRA-15 of Parent Guarantor dated July 25, 2011, Warrant No. WRA-16 of Parent Guarantor dated July 25, 2011, Warrant No. WRA-17 of Parent Guarantor dated July 25, 2011, Warrant No. WRA-18 of Parent Guarantor dated July 25, 2011, Warrant No. WRA-19 of Parent Guarantor dated July 25, 2011, Warrant No. WRA-20 of Parent Guarantor dated July 25, 2011, Warrant No. WRA-22 of Parent Guarantor dated August 5, 2011, Warrant No. WRA-23 of Parent Guarantor dated August 5, 2011, Warrant No. WRA-24 of Parent Guarantor dated August 5, 2011, Warrant No. WRA-25 of Parent Guarantor dated August 10, 2011, Warrant No. WRA-26 of Parent Guarantor dated August 10, 2011, Warrant No. WRA-39 of Parent Guarantor dated August 29, 2011, Warrant No. WRA-40 of Parent Guarantor dated August 29, 2011, Warrant No. WRA-41 of Parent Guarantor dated January 18, 2012 and Warrant No. WRA-42 of Parent Guarantor dated January 18, 2012.

~~“Warrants” shall mean the warrants issued pursuant to the Warrant Documents and any additional warrants issued pursuant to Section 6.07(e).~~

~~“Wholly Owned Subsidiary” shall mean, as to any person, (a) any corporation 100% of whose capital stock (other than directors’ qualifying shares) is at the time owned by such person and/or one or more Wholly Owned Subsidiaries of such person and (b) any partnership, association, joint venture, limited liability company or other entity in which such person and/or one or more Wholly Owned Subsidiaries of such person have a 100% equity interest at such time.~~

~~“Withdrawal Liability” shall mean liability to a Multiemployer Plan as a result of a “complete withdrawal” or “partial withdrawal” from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.~~

SECTION 1.02 Terms Generally.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any Loan Document, agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), and references to the Opco Loan Documents shall further include waivers or forbearances granted in respect of and pursuant to the terms thereof, (b) any reference herein to any person shall be construed to include such person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights (and for the avoidance of doubt any reference solely to “real property” shall not include Communications Licenses).

SECTION 1.03 Accounting Terms; GAAP.

Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed and interpreted in accordance with GAAP, as in effect on the date hereof unless otherwise agreed to by Borrower and the Required Lenders.

SECTION 1.04 Resolution of Drafting Ambiguities.

Each Loan Party acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of the Loan Documents to which it is a party, that it and its counsel reviewed and participated in the preparation and negotiation hereof and thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

SECTION 1.05 Permitted Liens.

Any reference in this Agreement or any of the other Loan Documents to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by this Agreement or any of the other Loan Documents to any Permitted Lien.

ARTICLE II

THE CREDITS

SECTION 2.01 Commitments.

Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each Lender agrees, severally and not jointly to make

(a) a Loan (the “**Initial Loan**”) to Borrower on or after the Final Order Entry Date (provided that if the Final Order Entry Date is prior to July 20, 2012, the Initial Loan shall be made on July 20, 2012) the Closing Date in an aggregate principal amount equal to the Initial Loan Commitment; and

~~(b) a Loan (the “**Subsequent Loan**”) to Borrower after the Final Order Entry Date, but not later than five (5) Business Days thereafter, in an aggregate principal amount equal to the Subsequent Loan Commitment; and~~

(b) ~~(e)~~ a Loan (the “**Build-Out Loan**”) to Borrower on January ~~12~~, 2013 in an aggregate principal amount equal to the Build-Out Loan Commitment.

Amounts paid or prepaid in respect of Loans may not be reborrowed.

SECTION 2.02 Loans.

(a) Each Loan shall be made by the Lenders ratably in accordance with their applicable Commitments; *provided* that the failure of any Lender to make its Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender).

(b) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account in New York City as the Administrative Agent may designate not later than 12:00 (noon), New York City time, and the Administrative Agent shall promptly credit the amounts so received to an account as directed by Borrower in the applicable Borrowing Request maintained with the Administrative Agent or, if a borrowing of a Loan shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the respective Lenders. Notwithstanding anything herein to the contrary, any Lender of Loans made pursuant to new term loan commitments established under Section 10.18 may fund such Loans by wire transfer of immediately available funds directly to the account identified by Borrower in the documentation governing any such new term loan commitment; *provided* that Borrower shall confirm receipt of such funds to the Administrative Agent on the date of

receipt of such funds and shall provide the Administrative Agent with any evidence reasonably requested by the Administrative Agent in connection therewith.

(c) All proceeds of Loans shall be held in an account of the Borrower controlled by the Collateral Agent until such proceeds are applied for purposes permitted under Section 5.08.

SECTION 2.03 Borrowing Procedure.

To request Loans, Borrower shall deliver, by hand delivery, email or PDF/Fax, a duly completed and executed Borrowing Request to the Administrative Agent not later than 9:00 a.m., New York City time, five (5) Business Days prior to the date of the proposed borrowing. Such Borrowing Request shall be irrevocable and shall specify the following information in compliance with Section 2.03:

- (a) the aggregate amount of such borrowing;
- (b) the date of such borrowing, which shall be a Business Day; and
- (c) the location and number of Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 3.12.

Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested borrowing.

SECTION 2.04 Evidence of Debt; Repayment of Loans.

(a) Promise to Repay. Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender, the principal amount of each Loan of such Lender as provided in Section 2.09.

(b) Lender and Administrative Agent Records. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement. The Administrative Agent shall maintain records including (i) the amount of each Loan made hereunder; (ii) the amount of any principal or interest due and payable or to become due and payable from Borrower to each Lender hereunder; and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof. The entries made in the records maintained by the Administrative Agent and each Lender pursuant to this paragraph shall be *prima facie* evidence of the existence and amounts of the obligations therein recorded; *provided* that the failure of any Lender or the Administrative Agent to maintain such records or any error therein shall not in any manner affect the obligations of Borrower to repay the Loans in accordance with their terms. In the event of any conflict between the records maintained by any Lender and the records of the Administrative Agent in respect of such matters, the records of the Administrative Agent shall control in the absence of manifest error.

(c) Promissory Notes. Any Lender by written notice to Borrower (with a copy to the Administrative Agent) may request that Loans made by it be evidenced by a promissory note. In such event, Borrower shall prepare, execute and deliver to such Lender a Note payable to such Lender

and its registered assigns. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to such payee and its registered assigns.

SECTION 2.05 Fees.

(a) Borrower agrees to pay to the Administrative Agent for the pro rata benefit of each Lender, an up-front fee (the “**Up-Front Fee**”), which shall be fully earned and payable ~~on the date of the initial funding of Loan hereunder~~ as of June 28, 2012 (the “Up-Front Fee Calculation Date”), equal to ~~33.5%~~ 33.5% of the aggregate Commitments ~~as of the Closing Date~~. The Up-Front Fee will ~~payable~~ paid in kind by adding such amount to the principal amount of Loans (whereupon from and after ~~such date~~ the Up-Front Fee Calculation Date, such additional amounts shall also accrue interest pursuant to Section 2.06).

(b) Borrower agrees to pay to the Administrative Agent, for the pro rata benefit of each Lender, an exit fee (the “**Exit Fee**”), payable in cash, on the Maturity Date or on any date on which any Loans are repaid or prepaid (whether pursuant to a voluntary prepayment or mandatory prepayment, acceleration or otherwise), in each case, equal to 2% of the aggregate principal amount of Loans repaid or prepaid on such date.

(c) Borrower agrees to pay to the Administrative Agent, for its own account, the administrative fees separately agreed upon between the Borrower and the Administrative Agent.

(d) All fees shall be paid on the dates due, in immediately available funds in Dollars (except as set forth above), to the Administrative Agent for distribution, if and as appropriate, among the Lenders. Once paid, none of the fees shall be refundable under any circumstances.

SECTION 2.06 Interest on Loans.

(a) Interest. Subject to the provisions of Sections 2.06(b) and (c), the Loans shall bear interest at a rate per annum equal to 11.0%.

(b) Payment of Interest. Accrued and unpaid interest shall be paid in kind on each Interest Payment Date by adding such accrued and unpaid interest to the unpaid principal amount of the Loans on the applicable Interest Payment Date (“**PIK Interest**”) (whereupon from and after any such date such additional amounts shall also accrue interest pursuant to this Section 2.06); provided that, accrued and unpaid interest shall be paid in cash on the Maturity Date and on the date of any repayment or prepayment (whether pursuant to a voluntary prepayment or mandatory prepayment, acceleration or otherwise) of Loan, with respect to the principal amount of Loan repaid or prepaid. The obligation of Borrower to pay all such PIK Interest so added shall be automatically evidenced by this Agreement, and, if applicable, any applicable Notes. For the avoidance of doubt, PIK Interest on the Up-Front Fee shall accrue from the Up-Front Fee Calculation Date.

(c) Default Rate. Notwithstanding the foregoing, if there is an Event of Default or if any principal of or interest on any Loan or any fee or other amount payable by Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, the Obligations shall, to the extent permitted by applicable law, bear interest, after as well as before judgment, at a rate per annum equal to (i) 2.0% *plus* the rate otherwise applicable to such Loan as provided in Section 2.06(a)

for the first 60 days in which (A) such Event of Default shall be continuing or (B) such payment obligation is not satisfied and (ii) 5.0% *plus* the rate otherwise applicable to such Loan as provided in Section 2.06(a) after the first 60 days in which (A) such Event of Default shall have been continuing or (B) such payment obligation shall not have been satisfied.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; *provided* that interest accrued pursuant to Section 2.06(c) shall be payable on demand.

(e) Interest Calculation. All interest hereunder shall be computed on the basis of a year of 365 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

SECTION 2.07 Termination of Commitments.

The Commitments shall automatically terminate upon funding of Loans in an aggregate principal amount equal to the amount of Loans funded.

SECTION 2.08 [Reserved].

SECTION 2.09 Repayment of Loans.

Borrower shall pay to the Administrative Agent, for the account of the Lenders, on the Maturity Date, the entire principal amount of the Loans, together with accrued and unpaid interest thereon.

SECTION 2.10 Optional and Mandatory Prepayments of Loans.

(a) Optional Prepayments. Borrower shall have the right at any time (and from time to time) to prepay the Loans, in whole or in part subject to the requirements of this Section 2.10 and payment of the required Exit Fee; *provided* that each partial prepayment shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000 or, if less, the outstanding principal amount of the Loans.

(b) Change in Control. Within five (5) Business Days of being notified in writing of a Change in Control pursuant to Section 5.02(e), each Lender shall have the right to require that Borrower prepay such Lender's Loans. Any Lender that chooses to exercise its rights under this Section 2.10(b) shall deliver a written notice to the Administrative Agent relating to the same, and the Administrative Agent shall, within three (3) Business Days of its receipt of such notice from such Lender, notify Borrower of its obligation to make a prepayment in the appropriate amount as provided in this Section 2.10(b). Borrower shall, within five (5) Business Days of its receipt of such notice from the Administrative Agent, pay the Administrative Agent for the account of the applicable Lender the amounts due under this Section 2.10(b).

(c) Asset Sales. Not later than five (5) Business Days following the receipt of any Net Cash Proceeds of any Asset Sale by Borrower or any other Loan Party, Borrower shall make prepayments in accordance with Section 2.10(f) in an aggregate amount equal to 100% of such Net Cash Proceeds; *provided* that no such prepayment shall be required under this Section 2.10(c)(i) with respect

to (A) any Asset Sale permitted by Section 6.06(a) or (B) the disposition of property which constitutes a Casualty Event.

(d) Casualty Events. Not later than five (5) Business Days following the receipt of any Net Cash Proceeds from a Casualty Event by Borrower or any other Loan Party, Borrower shall make prepayments in accordance with Section 2.10(f) in an aggregate amount equal to 100% of such Net Cash Proceeds.

(e) Debt Issuance. Not later than one (1) Business Day following the receipt by Borrower or any other Loan Party of any Net Cash Proceeds of (A) any Debt Issuance by Borrower or any other Loan Party or (B) any Debt Issuance by any other Company that is exchangeable for the Equity Interests of Parent Guarantor, Borrower shall make prepayments in accordance with Section 2.10(f) in an aggregate amount equal to 100% of such Net Cash Proceeds.

(f) Notice of Prepayment. Borrower shall notify the Administrative Agent by written notice of any prepayment hereunder not later than (A) 30 days before the date of prepayment, if such prepayment is an optional prepayment pursuant to Section 2.10(a) and (B) 11:00 a.m., New York City time, three Business Days before the date of prepayment, if such prepayment is a mandatory prepayment pursuant to Section 2.10(c), (d) or (e). Each such notice shall be irrevocable; *provided* that a notice of prepayment so delivered may state that such notice is conditioned upon the effectiveness of another credit facility or the closing of a securities offering, in which case such notice may be revoked by Borrower (by notice to the Administrative Agent on or prior to the specified prepayment date) if such condition is not satisfied. Each such notice shall specify the prepayment date, the principal amount of the Loans to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of the Loans shall be in an amount that would be permitted in the case of a Credit Extension as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of Loans shall be made at par plus the applicable Exit Fee and (other than prepayments of Loans under Section 2.10(b)) be applied ratably and otherwise in accordance with this Section 2.10. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.06.

SECTION 2.11 Yield Protection

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in, by any Lender; or

(ii) subject any Lender to any tax of any kind whatsoever with respect to this Agreement or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Indemnified Taxes or Other Taxes indemnifiable under Section 2.13 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender);

and the result of any of the foregoing shall be to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest, premium or any other amount), then, upon request

of such Lender, Borrower will pay, without duplication, to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines (in good faith, but in its sole absolute discretion) that any Change in Law affecting such Lender or any lending office of such Lender or its holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 2.11 and delivered to Borrower shall be conclusive absent manifest error. Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.11 shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that Borrower shall not be required to compensate a Lender pursuant to this Section 2.11 for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Dodd-Frank Wall Street Reform and Consumer Protection Act. For purposes of this Section 2.11, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, orders, requests, guidelines or directives in connection therewith are deemed to have been adopted and gone into effect after the date of this Agreement.

SECTION 2.12 Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) Payments Generally. Borrower shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest, premium or fees, or of amounts payable under Section 2.11, 2.13 or 10.03, or otherwise) on or before the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 p.m., New York City time), on the date when due, in immediately available funds, without setoff, deduction or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day. All such payments shall be made to the Administrative Agent at its offices at Stamford, Connecticut, except that payments pursuant to Sections 2.11, 2.13 and 10.03 shall be made directly to the persons entitled thereto and payments pursuant to other Loan Documents shall be made to the persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other person to the appropriate recipient promptly following receipt thereof. If

any payment under any Loan Document shall be due on a day that is not a Business Day, unless specified otherwise, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in dollars, except as expressly specified otherwise.

(b) Pro Rata Treatment.

(i) Except as provided in Section 2.10(b), each payment by Borrower of interest in respect of the Loans shall be applied to the amounts of such obligations owing to the Lenders *pro rata* according to the respective amounts then due and owing to the Lenders.

(ii) Except as provided in Section 2.10(b), each payment on account of principal of the Loans shall be allocated among the Lenders *pro rata* based on the aggregate principal amount of the Loans then held by the Lenders.

(c) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest, premium and fees then due hereunder, such funds shall be applied (i) *first*, toward payment of fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of fees then due to such parties, and (ii) *second*, toward payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the principal amounts then due to such parties. It is understood that the foregoing does not apply to any adequate protection payments under any federal, provincial, state or foreign bankruptcy, insolvency, receivership or similar proceeding, and that the Administrative Agent may, subject to any applicable federal, provincial, state or foreign bankruptcy, insolvency, receivership or similar orders, distribute any adequate protection payments it receives on behalf of the Lenders to the Lenders in its sole discretion.

(d) Sharing of Set-Off. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal on any of its Loans or other Obligations resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other Obligations greater than its *pro rata* share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, *provided* that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this paragraph shall not be construed to apply to (x) any payment made by Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to Borrower or any Subsidiary or Affiliate thereof (other than any Sponsor Affiliated Lender) (as to which the provisions of this paragraph shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Requirements of Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation. If under applicable bankruptcy, insolvency or any similar law any Lender Party receives a secured claim in lieu of a setoff or counterclaim to which this Section 2.12(d) applies, such Lender Party shall to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights to which the Lender Party is entitled under this Section 2.12(d) to share in the benefits of the recovery of such secured claim.

(e) Borrower Default. Unless the Administrative Agent shall have received notice from Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that Borrower will not make such payment, the Administrative Agent may assume that Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

SECTION 2.13 Taxes.

(a) Payments Free of Taxes. Any and all payments by or at the direction of (or on behalf of) the Loan Parties on account of any obligation hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; *provided* that if the applicable withholding agent shall be required by applicable Requirements of Law (as determined in the good faith discretion of the applicable withholding agent) to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased by the Loan Parties as necessary so that after all required deductions have been made (including deductions applicable to additional sums payable under this Section 2.13) the Administrative Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(b) Payment of Other Taxes by Borrower. Without limiting the provisions of paragraph (a) above, Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(c) Indemnification by Borrower. Borrower shall indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.13) payable by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative

Agent on its own behalf or on behalf of a Lender, setting forth in reasonable detail the basis and computation of such payment or liability, shall be conclusive absent manifest error; *provided* that, upon Borrower's timely written request, the Administrative Agent or Lender may, in its sole discretion, exercised in good faith, after consultation with Borrower, and at Borrower's expense, contest the validity, applicability or amount of such Taxes by (i) resisting payment thereof, (ii) not paying the same except under protest, if protest is necessary and proper, or (iii) if payment is made, using reasonable efforts to obtain a refund thereof in appropriate administrative and judicial proceedings; provided that (y) the Administrative Agent or such Lender will not be required to take any action or continue to pursue an action (or inaction) hereunder which, in its sole discretion, could cause the Administrative Agent or such Lender to suffer any disadvantage, and (z) on written demand from the Administrative Agent or the Lender, as the case may be, Borrower agrees to pay, and shall timely pay, to the Administrative Agent or such Lender all reasonable costs and expenses that the Administrative Agent or such Lender actually incurs in connection with and reasonably allocable to contesting such claim (including reasonable legal and accounting fees, penalties, interest, and additions to tax) and any Indemnified Taxes or Other Taxes that are paid by the Administrative Agent or the Lender.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by Borrower to a Governmental Authority, Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of any withholding tax with respect to any payments hereunder or under any other Loan Document shall, to the extent it may lawfully do so, deliver to Borrower and to the Administrative Agent, at the time or times reasonably requested by Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Requirements of Law as will permit such payments to be made without withholding or at a reduced rate of withholding (including any withholding under Sections 1471 through 1474 of the Code (or any successor provisions) and any regulations thereunder. In addition, any Lender, if requested by Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Requirements of Law or reasonably requested by Borrower or the Administrative Agent as will enable Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the above two sentences, in the case of any taxes that are not U.S. federal withholding taxes, the completion, execution and submission of non-U.S. federal forms shall not be required if in the Lender's judgment such completion, execution or submission would subject such Lender to any unreimbursed cost or expense or would be disadvantageous to such Lender in any material respect.

Without limiting the generality of the foregoing, in the event that Borrower is resident for tax purposes in the United States of America, any Foreign Lender shall, to the extent it may lawfully do so, deliver to Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN (or any successor forms) claiming eligibility for benefits of an income tax treaty to which the United States of America is a party,

(ii) in the case of a Foreign Lender claiming an exemption from U.S. federal withholding tax for “effectively connected income,” duly completed copies of Internal Revenue Service Form W-8ECI (or any successor forms),

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate, in substantially the form of Exhibit G-1, or any other form approved by the Administrative Agent, to the effect that such Foreign Lender is not (A) a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code, and that no payments in connection with the Loan Documents are effectively connected with such Foreign Lender’s conduct of a U.S. trade or business and (y) duly completed copies of Internal Revenue Service Form W-8BEN (or any successor forms),

(iv) to the extent a Foreign Lender is not the beneficial owner (for example, where the Foreign Lender is a partnership or participating Lender granting a typical participation), an Internal Revenue Service Form W-8IMY, accompanied by a Form W-8ECI, W-8BEN, a certificate in substantially the form of Exhibit G-2 or Exhibit G-3, Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that, if the Foreign Lender is a partnership (and not a participating Lender) and one or more beneficial owners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a certificate, in substantially the form of Exhibit G-4, on behalf of such beneficial owner(s), or

(v) any other form prescribed by applicable Requirements of Law as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable Requirements of Law to permit Borrower and the Administrative Agent to determine the withholding or deduction required to be made.

Each Foreign Lender shall, from time to time after the initial delivery by such Foreign Lender of the forms described above, whenever a lapse in time or change in such Foreign Lender’s circumstances renders such forms, certificates or other evidence so delivered obsolete or inaccurate, promptly (1) deliver to Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) renewals, amendments or additional or successor forms, properly completed and duly executed by such Foreign Lender, together with any other certificate or statement of exemption required in order to confirm or establish such Foreign Lender’s status or that such Foreign Lender is entitled to an exemption from or reduction in U.S. federal withholding tax or (2) notify Administrative Agent and Borrower of its inability to deliver any such forms, certificates or other evidence.

Any Lender that is not a Foreign Lender shall deliver to Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter as prescribed by applicable law or upon the request of Borrower or the Administrative Agent), duly executed and properly completed copies of Internal Revenue Service Form W-9 certifying that it is not subject to backup withholding.

(f) Treatment of Certain Refunds. If the Administrative Agent or a Lender determines, in its reasonable discretion, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.13, it shall pay to the applicable Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.13 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender or in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to Borrower or any other person. Notwithstanding anything to the contrary, in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party if such payment would place the Administrative Agent or such Lender in a less favorable net after-tax position than the Administrative Agent or such Lender would have been in if the Indemnified Taxes or Other Taxes giving rise to such refund had never been imposed in the first instance.

(g) Payments. For purposes of this Section 2.13, (i) any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from Borrower on behalf of such Lender shall be treated as a payment from Borrower to such Lender and (ii) if a Lender is treated as a partnership for United States federal income tax purposes, any withholding or payment of such United States federal income tax that is an Indemnified Tax by the Lender in respect of any of such Lender's partners shall be considered a withholding or payment of such Indemnified Tax by Borrower.

SECTION 2.14 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 2.11, or requires Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.13, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.11 or 2.13, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment. A certificate setting forth such costs and expenses submitted by such Lender to Borrower shall be conclusive absent manifest error.

(b) Replacement of Lenders. If any Lender requests compensation under Section 2.11, or if Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.13, or if Borrower exercises its replacement rights under Section 10.02(d), then Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.04), all of its interests, rights and obligations under this Agreement and the other Loan

Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that:

(i) Borrower shall have paid to the Administrative Agent the processing and recordation fee specified in Section 10.04(b);

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees, premium and all other amounts payable to it hereunder and under the other Loan Documents, assuming for this purpose (in the case of a Lender being replaced pursuant to Section 2.11, 2.13 or 10.02(d)) that the Loans of such Lender were being prepaid) from the assignee (to the extent of such outstanding principal and accrued interest, premium and fees) or Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 2.11 or payments required to be made pursuant to Section 2.13, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with applicable Requirements of Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling Borrower to require such assignment and delegation cease to apply.

Each Lender agrees that, if Borrower elects to replace such Lender in accordance with this Section 2.14(b), it shall promptly execute and deliver to the Administrative Agent an Assignment and Assumption to evidence the assignment and shall deliver to the Administrative Agent any Note (if Notes have been issued in respect of such Lender's Loans) subject to such Assignment and Assumption; *provided* that the failure of any such Lender to execute an Assignment and Assumption shall not render such assignment invalid and such assignment shall be recorded in the Register.

SECTION 2.15 Bankruptcy Matters

(a) All Obligations shall be secured by a senior priming Lien on the DIP Collateral with the priority set forth in the ~~DIP~~Final Order.

(b) All Obligations shall constitute allowed administrative expenses of the Loan Parties in the Chapter 11 Cases as set forth in the ~~DIP~~Final Order, with the priority set forth in the ~~DIP~~Final Order.

(c) Upon the Maturity Date (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents, the Lenders shall be entitled to immediate payment of such Obligations without further application to or order of the Bankruptcy Court.

(d) Each Loan Party agrees that (i) the Obligations hereunder shall not be discharged by the entry of an order confirming a Plan of Reorganization and (ii) the super-priority administrative claim granted to the Agents and the Lenders pursuant to the ~~DIP~~Final Order and described in clause (b) above shall not be affected in any manner by entry of an order confirming a Plan of Reorganization.

SECTION 2.16 Currency Indemnity.

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the “**Judgment Currency**”) any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the “**Currency Due**”), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose “rate of exchange” means the rate at which the Administrative Agent is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in New York, New York. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by the Administrative Agent of the amount due, Borrower will, on the date of receipt by the Administrative Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Administrative Agent on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Administrative Agent is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the Administrative Agent is so able to purchase is less than the amount of the Currency Due originally due to it, Borrower shall indemnify and save the Administrative Agent and the Lenders harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Administrative Agent from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Administrative Agent and each of the Lenders that:

SECTION 3.01 Organization; Powers.

Each Company (a) is duly organized and validly existing under the laws of the jurisdiction of its organization, (b) has, upon entry of the ~~DIP~~**Final** Order by the Bankruptcy Court, all requisite power and authority to carry on its business as now conducted and to own and lease its property and (c) except as result of the filing of the Chapter 11 Cases, is qualified and in good standing (to the extent such concept is applicable in the applicable jurisdiction) to do business in every jurisdiction where such qualification is required, except in such jurisdictions where the failure to so qualify or be in good standing, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. There is no existing default under any Organizational Document of any Company or any event which, with the giving of notice or passage of time or both, would constitute a default by any party thereunder.

SECTION 3.02 Authorization; Enforceability.

Upon the entry of the ~~DHP~~Final Order by the Bankruptcy Court, the Transactions to be entered into by each Loan Party are within such Loan Party's powers and have been duly authorized by all necessary action on the part of such Loan Party. Subject to the entry of the ~~DHP~~Final Order by the Bankruptcy Court, this Agreement has been duly executed and delivered by each Loan Party and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03 No Conflicts.

The Transactions (a) except for the entry of the ~~DHP~~Final Order, do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) consents, approvals, registrations, filings, permits or actions the failure to obtain or perform which could not reasonably be expected to result in a Material Adverse Effect, (b) will not violate the Organizational Documents of any Company, (c) will not violate any Requirement of Law, (d) after giving effect to any applicable protections provided by the Bankruptcy Court, will not violate or result in a default or require any consent or approval under any indenture, agreement or other instrument binding upon any Company or its property, or give rise to a right thereunder to require any payment to be made by any Company, except for violations, defaults or the creation of such rights that could not reasonably be expected to result in a Material Adverse Effect, and (e) after giving effect to any applicable protections provided by the Bankruptcy Court, will not result in the creation or imposition of any Lien on any property of any Company.

SECTION 3.04 Financial Statements; Projections.

(a) Historical Financial Statements. Parent Guarantor has heretofore delivered to the Lenders the consolidated balance sheets and related statements of income, stockholders' equity and cash flows (i) for Parent Guarantor, as of and for the fiscal years ended December 31, 2011, December 31, 2010 and December 31, 2009, audited by and accompanied by the unqualified opinion of Ernst & Young LLP, independent public accountants, in each case, certified by the chief financial officer of Parent Guarantor. Such financial statements have been prepared in accordance with GAAP and present fairly and accurately the financial condition and results of operations and cash flows of Parent Guarantor as of the dates and for the periods to which they relate.

(b) No Liabilities. Except as set forth in the financial statements referred to in Section 3.04(a), there are no liabilities of any Loan Party of any kind, whether accrued, contingent, absolute, determined, determinable or otherwise, which could reasonably be expected to result in a Material Adverse Effect, and there is no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability, other than liabilities under the Prepetition Loan Documents and Loan Documents. Since December 31, 2010, there has been no event, change, circumstance or occurrence that, individually or in the aggregate, has had or could reasonably be expected to result in a Material Adverse Effect.

(c) DIP Budget. The DIP Budget delivered on or prior to the Closing Date and any update thereto delivered pursuant to Section 10(b) of the ~~Interim Order, or any similar provision in the~~ Final Order, represents the good faith estimates of the Borrower and its senior management concerning the probable course of their business.

SECTION 3.05 Properties

(a) Generally. Each Company has good title to, or valid leasehold interests in, all its property material to its business, free and clear of all Liens except for Permitted Liens (including pursuant to the ~~DIP~~ Final Order) and minor irregularities or deficiencies in title that, individually or in the aggregate, do not interfere with its ability to conduct its business as currently conducted or to utilize such property for its intended purpose. The property of the Companies, taken as a whole, (i) is in good operating order, condition and repair (ordinary wear and tear excepted) and (ii) constitutes all the property which is required for the business and operations of the Companies as presently conducted.

(b) Real Property. No Loan Party owns any material interest in any Real Property.

(c) No Casualty Event. No Loan Party has received any notice of, nor has any knowledge of, the occurrence or pendency or contemplation of any Casualty Event affecting all or any portion of its property.

(d) Material Leases. Each of the Loan Parties has complied in all material respects with all obligations under the One Dot Six Lease, which is in full force and effect. The Borrower enjoys peaceful and undisturbed possession under the One Dot Six Lease.

SECTION 3.06 Intellectual Property

(a) Ownership/No Claims. To each Loan Party's knowledge, each Company owns, or is licensed to use, all patents, patent applications, trademarks, trade names, service marks, copyrights, technology, trade secrets, proprietary information, domain names, know-how and processes (collectively, the "**Intellectual Property**") necessary for the conduct of its business as currently conducted and as planned to be conducted (as reflected in each Loan Party's written public statements made prior to the date hereof). No claim has been asserted and is pending by any person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does any Loan Party know of any valid basis for any such claim. The conduct of the business of each Loan Party as currently conducted and as planned to be conducted (as reflected in each Loan Party's written public statements made prior to the date hereof) does not and will not infringe, misappropriate or otherwise violate the Intellectual Property rights of any person, except as will not have a Material Adverse Effect.

(b) Registrations. Except pursuant to licenses and other user agreements entered into by the Loan Parties in the ordinary course of business, on and as of the date hereof (i) the Loan Parties own and possess the right to use, and has not licensed any other person to use, any copyright, patent or trademark and (ii) to each Loan Party's knowledge, all such registrations are valid and in full force and effect.

(c) No Violations or Proceedings. To each Loan Party's knowledge, on and as of the date hereof, there is no material violation by others of any right of the Loan Party's with respect to any material copyright, patent or trademark held by it.

SECTION 3.07 Equity Interests and Subsidiaries.

(a) Equity Interests. All Equity Interests of One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp. are duly and validly issued and are fully paid and non-assessable, and are owned by Parent Guarantor, directly or indirectly through Wholly Owned Subsidiaries.

(b) [Reserved].

(c) Organizational Chart. An accurate organizational chart showing the ownership structure of Borrower and each Subsidiary is set forth on Schedule 3.07(c).

(d) Inactive Subsidiary. One Dot Six TVCC Corp. has no material assets and conducts no material operations.

SECTION 3.08 Litigation; Compliance with Laws.

Except for the Chapter 11 Cases and for litigation that is stayed by the commencement of the Chapter 11 Cases, there are no actions, suits or proceedings at law or in equity by or before any Governmental Authority now pending or, to the knowledge of any Company, threatened against or affecting any Company or any business, property or rights of any Company (i) that involve any Loan Document or any of the Transactions or (ii) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. Except for matters covered by Section 3.18, no Company or any of its property is in violation of, nor will the continued operation of its property as currently conducted violate, any Requirements of Law (including any zoning or building ordinance, code or approval or any building permits) or any restrictions of record or agreements affecting any Company's Real Property or is in default with respect to any Requirement of Law, where such violation or default, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.09 Agreements.

No Company is a party to any agreement or instrument or subject to any corporate or other constitutional restriction that has resulted or could reasonably be expected to result in a Material Adverse Effect. No Company is in default in any manner under any provision of any indenture or other agreement or instrument evidencing Indebtedness, or any other agreement or instrument to which it is a party or by which it or any of its property is or may be bound (including after giving effect to the Transactions), in each case entered into after the Petition Date, where such default could reasonably be expected to result in a Material Adverse Effect, and no condition exists which, with the giving of notice or the lapse of time or both, would constitute such a default. Schedule 3.09 accurately and completely lists all material agreements (other than leases of Real Property) to which any Company is a party which are in effect on the date hereof in connection with the operation of the business conducted thereby and Borrower has delivered to the Administrative Agent complete and correct copies of all such material agreements, including any amendments, supplements or modifications with respect thereto, and all such agreements are in full force and effect.

SECTION 3.10 Federal Reserve Regulations.

No Company is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock. No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the regulations of the Board, including Regulation T, U or X.

SECTION 3.11 Investment Company Act.

No Company is required to register as an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

SECTION 3.12 Use of Proceeds.

(a) The Borrower will use the proceeds of the Loans solely, in accordance with the terms of the DIP Budget (subject to the Maximum Variance and the exclusions set forth in the definition of Budget Variance), *provided* that (i) \$23,000,000, in the aggregate, of the proceeds of the Initial ~~Loan and the Subsequent~~ Loan shall only be used to make required payments under the One Dot Six Lease, (ii) proceeds of the Build-Out Loan shall only be used to make expenditures necessary to meet the October 1, 2013 build-out requirement under the One Dot Six License (the "**Build-Out Requirement**"), ~~and~~ (iii) up to \$2,000,000, in the aggregate, of the proceeds of the Initial ~~Loan and the Subsequent~~ Loan shall only be used (x) to make expenditures necessary to meet the Build-Out Requirement and, (y) if the Extension Condition is satisfied on or prior to January 1, 2013, ~~(A) to fund the payment of Other Expenses, (iv) up to \$3,600,000, in the aggregate, of the proceeds of the Initial Loan shall only be used (x) to make required payments under the One Dot Six Lease, (y) to make expenditures necessary to meet the Build-Out Requirement, and (z) to fund the payment of the Professional Fees, (B) to fund the payment of fees and expenses of the Administrative Agent, the Collateral Agent and the Lenders with respect to the Loans and the Chapter 11 Cases, including, without limitation, attorneys' fees and fees of professional advisors; and (C) to fund the payment of Adequate Protection Payments. Other Expenses, and (v) up to \$2,000,000, in the aggregate, of the proceeds of the Initial Loan (such proceeds, the "Undesignated Loan Proceeds") may be used for general corporate purposes.~~

(b) The proceeds of the Loans shall not be transferred to, or used by, any entity other than the Borrower for itself or the other Loan Parties. No portion of the Loans or the Carve-Out shall be used to assert any claim, cause of action or objection against the Administrative Agent, the Collateral Agent or the Lenders, the Prepetition Agents or the Prepetition Debt Holders, or their advisors, agents, and subagents, including, without limitation, to challenge any claim or lien of the Prepetition Agents or the Prepetition Debt Holders or the validity or enforceability of the Prepetition Credit Agreement or the Prepetition Loan Documents and/or challenging any Prepetition payment to or transfer to the Prepetition Agents or the Prepetition Debt Holders and in respect of all of the foregoing, subject to the terms of the ~~DIP~~Final Order.

SECTION 3.13 Taxes.

Each Company has (a) timely filed or caused to be timely filed all federal Tax Returns and all material state, provincial, local and foreign Tax Returns required to have been filed by it and all such Tax Returns are true and correct in all material respects, (b) duly and timely paid, collected or

remitted or caused to be duly and timely paid, collected or remitted all Taxes (whether or not shown on any Tax Return) due and payable, collectible or remittable by it and all assessments received by it, except Taxes (i) that are being contested in good faith by appropriate proceedings and for which such Company has set aside on its books adequate reserves in accordance with GAAP, (ii) which could not, individually or in the aggregate, have a Material Adverse Effect or (iii) the non-payment of which is required or permitted by the Bankruptcy Code and (c) satisfied all of its withholding tax obligations except for failures that could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect. Each Company has made adequate provision in accordance with GAAP for all material Taxes not yet due and payable. Each Company is unaware of any proposed or pending tax assessments, deficiencies or audits that could be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect. Except as could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect, no Company has ever “participated” in a “listed transaction” within the meaning of Treasury Regulation Section 1.6011-4.

SECTION 3.14 No Material Misstatements.

No information, reports, financial statements, certificates, Borrowing Requests, exhibits or schedules furnished by or on behalf of any Company to the Administrative Agent or any Lender in connection with the negotiation of any Loan Document or included therein or delivered pursuant thereto, taken as a whole, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading as of the date such information is dated or certified; *provided* that to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection, each Company represents only that it acted in good faith and utilized reasonable assumptions and due care in the preparation of such information, report, financial statement, exhibit or schedule.

SECTION 3.15 Labor Matters.

There are no strikes, stoppages, lockouts, slowdowns or other labor disputes against any Company pending or, to the knowledge of any Company, threatened. The hours worked by and payments made to employees of any Company have not been in violation of the *Fair Labor Standards Act of 1938*, as amended, or any other applicable Requirements of Law dealing with such matters in any manner which could reasonably be expected to result in a Material Adverse Effect. All payments due from any Company, or for which any claim may be made against any Company, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Company except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Company is bound.

SECTION 3.16 [Reserved].

SECTION 3.17 Employee Benefit Plans.

With respect to each Plan, each Company and its ERISA Affiliates is in compliance in all material respects with the applicable Requirements of Law, including all applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder, except where noncompliance

could not reasonably be expected to result in a Material Adverse Effect. Each Plan which is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service indicating that such Plan is so qualified and to the knowledge of each Company, nothing has occurred subsequent to the issuance of such determination letter which would cause such Plan to lose its qualified status. No liability to the PBGC (other than required premium payments), the Internal Revenue Service, any Plan (other than in the ordinary course) or any trust established under Title IV of ERISA has been or is expected to be incurred by any Company or any of its ERISA Affiliate with respect to any Plan, except where such liability could not reasonably be expected to result in a Material Adverse Effect. No ERISA Event (other than the commencement of the Chapter 11 Cases) has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events, could reasonably be expected to result in a Material Adverse Effect or the imposition of a Lien on any of the property of any Company or any of its ERISA Affiliates. The present value of all accrued benefits under each Single Employer Plan or similar Foreign Plan (based on those assumptions used to fund such plan) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such plan allocable to such accrued benefits by a material amount. As of the most recent valuation date for each Multiemployer Plan, the potential liability of each Company and its ERISA Affiliates for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 or Section 4205 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, is not material. The Companies and their respective ERISA Affiliates have complied with the requirements of Section 515 of ERISA in all material respects with respect to each Multiemployer Plan and are not in material "default" (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan. Neither any Company nor any of its ERISA Affiliates has any contingent liability with respect to any post-retirement welfare benefit under a Plan, other than liability for continuation coverage described in Part 6 of Title I of ERISA or other applicable law, except where such liability could not reasonably be expected to result in a Material Adverse Effect.

To the extent applicable, each Foreign Plan has been maintained in substantial compliance with its terms and with the requirements of any and all applicable Requirements of Law and has been maintained, where required, in good standing with applicable regulatory authorities. No Company has incurred any material obligation in connection with the termination of or withdrawal from any Foreign Plan. Except as could not reasonably be expected to result in a Material Adverse Effect, the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended fiscal year of the respective Company on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the property of such Foreign Plan, and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued.

The Canadian Pension Plans are duly registered under the Canadian Income Tax Act and any other applicable laws which require registration, have been administered in all material respects in accordance with the Canadian Income Tax Act and such other applicable laws, and no event has occurred which could reasonably be expected to cause the loss of such registered status, except to the extent that any failure to do so could not reasonably be expected to have a Material Adverse Effect. The Canadian Pension Plans are in substantial compliance with all Requirements of Law applicable thereto, and, without limiting the generality of the foregoing, all material obligations of each of the Loan Parties (including fiduciary, funding, investment and administration obligations) required to be performed in connection with the Canadian Pension Plans and the funding agreements therefor have been performed on a timely basis, except to the extent that any failure to do so could not reasonably be expected to have a Material

Adverse Effect. All contributions or premiums required to be made or paid by each of the Loan Parties to the Canadian Pension Plans have been made on a timely basis in accordance with the terms of such plans and all applicable laws, except to the extent that any failure to do so could not reasonably be expected to have a Material Adverse Effect. There have been no material improper withdrawals or applications of the assets of the Canadian Pension Plans. None of the Canadian Pension Plans contain or have ever contained a “defined benefit provision”, as that term is defined in subsection 147.1(1) of the Canadian Income Tax Act. Each of the Canadian Pension Plans is fully funded on a solvency basis and going concern basis (using actuarial methods and assumptions which are consistent with the valuations last filed with the applicable Governmental Authorities and which are consistent with GAAP).

SECTION 3.18 Environmental Matters.

(a) Except as, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect:

(i) The Companies and their businesses, operations and Real Property are in compliance with, and the Companies have no liability under, any applicable Environmental Law; and under the currently effective business plan of the Companies, no expenditures or operational adjustments will be required in order to comply with applicable Environmental Laws during the next five years;

(ii) The Companies have obtained all Environmental Permits required for the conduct of their businesses and operations, and the ownership, operation and use of their property, under Environmental Law, all such Environmental Permits are valid and in good standing and, under the currently effective business plan of the Companies, no expenditures or operational adjustments will be required in order to renew or modify such Environmental Permits during the next four years;

(iii) To the knowledge of the Loan Parties, there has been no Release or threatened Release of Hazardous Material on, at, under or from any Real Property or facility presently or formerly owned, leased or operated by the Companies or their predecessors in interest that could result in liability by the Companies under any applicable Environmental Law;

(iv) There is no Environmental Claim pending or, to the knowledge of the Companies, threatened against the Companies, or relating to the Real Property currently or formerly owned, leased or operated by the Companies or their predecessors in interest or relating to the operations of the Companies, and there are no actions, activities, circumstances, conditions, events or incidents that could form the basis of such an Environmental Claim; and

(v) No person with an indemnity or contribution obligation to the Companies relating to compliance with or liability under Environmental Law is in default with respect to such obligation.

(b)

(i) No Company is obligated to perform any action or otherwise incur any expense under Environmental Law pursuant to any order, decree, judgment or agreement by which it is bound or has assumed by contract, agreement or operation of law, and no Company is conducting or financing any Response pursuant to any Environmental Law with respect to any Real Property or any other location;

(ii) No Real Property or facility owned, operated or leased by the Companies and, to the knowledge of the Companies, no Real Property or facility formerly owned, operated or leased by the Companies or any of their predecessors in interest is (i) listed or proposed for listing on the National Priorities List promulgated pursuant to CERCLA or (ii) listed on the Comprehensive Environmental Response, Compensation and Liability Information System promulgated pursuant to CERCLA or (iii) included on any similar list maintained by any Governmental Authority including any such list relating to petroleum;

(iii) No Lien has been recorded or, to the knowledge of any Company, threatened under any Environmental Law with respect to any Real Property or other assets of the Companies;

(iv) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not require any notification, registration, filing, reporting, disclosure, investigation, remediation or cleanup pursuant to any applicable Environmental Law; and

(v) The Companies have made available to the Lenders all material records and files in the possession, custody or control of the Companies concerning compliance with or liability under Environmental Law, including those concerning the actual or suspected existence of Hazardous Material at Real Property or facilities currently or formerly owned, operated, leased or used by the Companies.

SECTION 3.19 Insurance.

Schedule 3.19 sets forth a true, complete and correct description of all insurance maintained by each Company as of the Closing Date. All insurance maintained by the Companies is in full force and effect, all premiums have been duly paid, no Company has received notice of violation or cancellation thereof. Each Company has insurance in such amounts and covering such risks and liabilities as are customary for companies of a similar size engaged in similar businesses in similar locations.

SECTION 3.20 [Reserved].

SECTION 3.21 Intercompany Indebtedness; Affiliate Indebtedness.

Except as set forth on Schedule 3.21, no Company has outstanding any Indebtedness owing to an Affiliate of such Loan Party, including the Sponsor and its Controlled Investment Affiliates and any other Loan Party or its Subsidiaries.

SECTION 3.22 Anti-Terrorism Laws.

(a) No Loan Party, none of its Subsidiaries and, to the knowledge of each Loan Party, none of its Affiliates and none of the respective officers, directors, brokers or agents of such Loan Party, such Subsidiary or Affiliate (i) has violated or is in violation of Anti-Terrorism Laws or (ii) has engaged or engages in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of offenses designated in the “Forty Recommendations” and “Nine Special Recommendations” published by the Organization for Economic Co-operation and Development’s Financial Action Task Force on Money Laundering.

(b) No Loan Party, none of its Subsidiaries and, to the knowledge of each Loan Party, none of its Affiliates and none of the respective officers, directors, brokers or agents of such Loan Party, such Subsidiary or such Affiliate is acting or benefiting in any capacity in connection with the Loans is an Embargoed Person.

(c) No Loan Party, none of its Subsidiaries and, to the knowledge of each Loan Party, none of its Affiliates and none of the respective officers, directors, brokers or agents of such Loan Party, such Subsidiary or such Affiliate acting or benefiting in any capacity in connection with the Loans (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Embargoed Person in violation of Anti-Terrorism Laws or other applicable laws, (ii) deals in, or otherwise engages in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Law or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

SECTION 3.23 Communications Licenses and Regulatory Matters.

(a) Schedule 3.23(a) accurately and completely lists all Communications Licenses and spectrum leases that are material to the businesses of the Companies as presently conducted. The Companies have, or have applied for (and have no reason to believe that any such application will not be granted), all Communications Licenses and spectrum leases required in connection with the conduct by the Loan Parties of the businesses as presently conducted (excluding, for the avoidance of doubt, the business of the Partnership and its subsidiaries). All such material Communications Licenses, except for those which have been applied for but have not been granted, are in good standing and in full force and effect and, except for the One Dot Six License, are duly issued in the name of, or validly assigned to, the Companies. Borrower has been validly granted the right to use the spectrum covered by the One Dot Six License pursuant to the One Dot Six Lease.

(b) The Loan Parties are in compliance in all material respects with Communications Laws. No Loan Party has knowledge of any investigation, notice of apparent liability, violation, forfeiture or other order or complaint issued by or filed with or before any Governmental Authority, with respect to any Loan Party (other than the FCC proceedings in IB Docket Nos. 11-109 and 08-184, proceedings relating to the wireless communications industry generally or proceedings that cannot reasonably be expected to have a Material Adverse Effect). No event has occurred that results in, or after notice or lapse of time or both would result in, revocation, suspension, adverse modifications, impairment, restriction or termination of, or order of forfeiture with respect to, any Communications License or the One Dot Six Lease, except as could not, individually or in the aggregate, have a Material Adverse Effect.

(c) Each Loan Party has duly filed any and all material filings, reports, applications, documents, instruments and information required to be filed by it under the Communications Laws and the terms and conditions of its Communications Licenses and the One Dot Six Lease, and all such filings were when made true, correct and complete in all material respects.

(d) No consent, approval, or authorization of, or filing with, any Governmental Authority is required under any Communications Laws in connection with the execution or consummation of the transactions contemplated in the Loan Documents.

(e) (e) Provided that network facilities sufficient to support substantial service in a ~~man-ner~~manner consistent with each Communications License are constructed, as anticipated by this Agreement, no Loan Party knows of any reason why any of the Communications Licenses should not be renewed or otherwise extended, or the rights thereunder substantially replicated, in the ordinary course without any materially adverse conditions, or the One Dot Six Lease should not be extended in the ordinary course without any materially adverse conditions.

SECTION 3.24 ~~DIP~~Final Order.

The ~~DIP~~Final Order is effective to create in favor of the Collateral Agent, for the benefit of the Lender Parties, a legal, valid and enforceable security interest in the DIP Collateral and constitutes a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such DIP Collateral and the proceeds thereof, as security for the Obligations, in each case prior and superior in right to any other Person (except as set forth in the ~~DIP~~Final Order).

SECTION 3.25 Reorganization Matters.

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof and the proper notice for (x) the motion seeking approval of the Loan Documents and the ~~Interim Order and~~ Final Order, and (y) the hearing for the approval of the ~~Interim Order, and (z) the hearing for the approval of the~~ Final Order ~~will be~~has been given. The Borrower shall give, on a timely basis as specified in the ~~Interim Order or the~~ Final Order, ~~as applicable,~~ all notices required to be given to all parties specified in the ~~Interim Order or~~ Final Order, ~~as applicable.~~

(b) Upon entry of ~~the Interim Order, and pursuant to the Interim Order and~~ the Final Order, the Obligations will constitute allowed administrative expense claims in the Chapter 11 Cases having priority over all administrative expense claims and unsecured claims against each Loan Party now existing or hereafter arising of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 326, 330, 331, 503(b), 507(a), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject, as to priority only, to the Carve-Out.

(c) The ~~Interim Order (with respect to the period prior to entry of the~~ Final Order) ~~or the Final Order (with respect to the period on and after entry of the Final Order), as the case may be,~~ is in full force and effect and has not been reversed, stayed, modified or amended.

(d) ~~After the~~Immediately upon entry of ~~the Interim Order and pursuant to the~~ ~~Interim Order and~~ the Final Order, ~~as applicable,~~ the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral, subject, as to priority only, to the Carve-Out and the Permitted Liens.

(a) Notwithstanding the provisions of Section 362 of the Bankruptcy Code and subject to the applicable provisions of the ~~Interim Order or the~~ Final Order, ~~as applicable,~~ upon the Maturity Date (whether by acceleration or otherwise) of any of the Obligations, the Administrative Agent and Lenders shall be entitled to immediate payment of such Obligations in cash and to enforce the remedies provided for hereunder or under applicable law, without further application to or order by the Bankruptcy Court, subject to the terms of the Loan Documents and the ~~Interim Order and the~~ Final Order.

ARTICLE IV

CONDITIONS TO CREDIT EXTENSIONS

SECTION 4.01 Conditions to Initial Credit Extension.

The obligation of each Lender to fund the initial Credit Extension requested to be made by it shall be subject to the prior or concurrent satisfaction of each of the conditions precedent set forth in this Section 4.01.

(a) Loan Documents. All legal matters incident to this Agreement, the Credit Extensions hereunder and the other Loan Documents shall be satisfactory to the Lenders and to the Administrative Agent and there shall have been delivered to the Administrative Agent an executed counterpart of each of the Loan Documents.

(b) Corporate Documents. The Administrative Agent shall have received:

(i) a certificate of the secretary or assistant secretary of each Loan Party dated the Closing Date, certifying (A) that attached thereto is a true and complete copy of each Organizational Document of such Loan Party certified (in the case of a Loan Party organized in the United States) as of a recent date by the Secretary of State, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such person is a party and, in the case of Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect and (C) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party (together with a certificate of another officer as to the incumbency and specimen signature of the secretary or assistant secretary executing the certificate in this clause (i));

(ii) a certificate as to the good standing of each Loan Party (in so-called "long-form" if available) as of a recent date, from such Secretary of State (or other applicable Governmental Authority); and

(iii) such other documents as the Lenders or the Administrative Agent may reasonably request.

(c) Officers' Certificate. The Administrative Agent shall have received a certificate, dated the Closing Date and signed by the chief financial officer of Borrower, confirming compliance with the conditions precedent set forth in this Section 4.01 (j), (p), (q) and (r).

(d) Financings and Other Transactions, etc. The Lenders shall be satisfied with the management, capitalization, the terms and conditions of any equity arrangements and the corporate or other organizational structure of the Companies (after giving effect to the Transactions) and any indemnities, employment and other arrangements entered into in connection with the Transactions.

(e) Financial Statements. The Lenders shall have received and shall be satisfied with the form and substance of the financial statements described in Section 3.04.

(f) Opinion of Counsel. The Administrative Agent shall have received, on behalf of itself, the Arranger and the Lenders, a favorable written opinion of Latham & Watkins LLP, FCC counsel for the Loan Parties, (A) dated the Closing Date, (B) addressed to the Administrative Agent and the Lenders and (C) covering such matters relating to the Communications Licenses, the One Dot Six Lease, Loan Documents and the Transactions as the Administrative Agent shall reasonably request.⁺

(g) [Reserved].

(h) Requirements of Law. The Lenders shall be satisfied that Borrower and its Subsidiaries and the Transactions shall be in full compliance with all material Requirements of Law, including Regulations T, U and X of the Board, and shall have received satisfactory evidence of such compliance reasonably requested by them.

(i) Consents. The Lenders shall be satisfied that all requisite Governmental Authorities and third parties shall have approved or consented to the Transactions, and there shall be no governmental or judicial action, actual or threatened, that has or would have, singly or in the aggregate, a reasonable likelihood of restraining, preventing or imposing burdensome conditions on the Transactions or the other transactions contemplated hereby.

(j) Litigation. Other than the commencement of the Chapter 11 Cases, there shall be no litigation, public or private, or administrative proceedings, governmental investigation or other legal or regulatory developments, actual or threatened, that, singly or in the aggregate, could reasonably be expected to result in a Material Adverse Effect, or could materially and adversely affect the ability of Borrower and the Subsidiaries to fully and timely perform their respective obligations under the Transaction Documents, or the ability of the parties to consummate the financings contemplated hereby or the other Transactions.

(k) Fees. The Lenders, the Administrative Agent and the Collateral Agent shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including the fees and expenses of Akin Gump Strauss Hauer & Feld L.L.P. and Houlihan Lokey) required to be reimbursed or paid by Borrower hereunder or under any other Loan Document, whether or not the initial funding occurs.

(l) [Reserved].

(m) Insurance. The Administrative Agent shall have received a copy of, or a certificate as to coverage under, the insurance policies required by Section 5.04.

(n) USA PATRIOT Act. The Lenders and the Administrative Agent shall have timely received the information required under Section 10.13.

(o) Notice. The Administrative Agent shall have received a Borrowing Request as required by Section 2.03.

⁺ ~~To be in the same form as the July 2011 opinion but relating solely to the One Dot Six License.~~

(p) No Default. Borrower and each other Loan Party shall be in compliance in all material respects with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed, and, at the time of and immediately after giving effect to such Credit Extension and the application of the proceeds thereof, no Default shall have occurred and be continuing on such date.

(q) Representations and Warranties. Each of the representations and warranties made by any Loan Party set forth in Article III hereof or in any other Loan Document shall be true and correct in all material respects (except that any representation and warranty that is qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all respects) on and as of the date of such Credit Extension with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(r) No Legal Bar. No order, judgment or decree of any Governmental Authority shall purport to restrain any Lender from making any Loans to be made by it. No injunction or other restraining order shall have been issued, shall be pending or noticed with respect to any action, suit or proceeding seeking to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated by this Agreement or the making of Loans hereunder.

(s) DIP Budget. The Administrative Agent and the Lenders shall have received a copy of the DIP Budget, in form and substance acceptable to the Required Lenders in their sole discretion.

(t) Chapter 11 Case Administration. The Bankruptcy Court shall have entered the ~~Interim~~Final Order by no later than July 20, 2012 in form and substance satisfactory to Administrative Agent and the Lenders. Pursuant to the terms of the ~~Interim~~Final Order, (a) the automatic stay shall have been modified to permit the creation and perfection of the Collateral Agent’s Liens and security interests and shall have been automatically vacated to permit enforcement of the Collateral Agent’s rights and remedies under this Agreement and the Loan Documents and (b) the Prepetition Debt Holders shall have been granted adequate protection in form and substance satisfactory to the Administrative Agent, the Prepetition Agent, the Lenders and the Prepetition Debt Holders.

(u) Orders. All orders entered by the Bankruptcy Court shall be in form and substance satisfactory to the Lenders.

(v) Other Documents. The Lenders shall have received all other documents and information reasonably requested by them.

SECTION 4.02 Conditions to All Credit Extension.

The obligation of each Lender to make any Credit Extension (including the initial Credit Extension) shall be subject to, and to the satisfaction of, each of the conditions precedent set forth below.

(a) Notice. The Administrative Agent shall have received a Borrowing Request as required by Section 2.03.

(b) No Default. Borrower and each other Loan Party shall be in compliance in all material respects with all the terms and provisions set forth herein and in each other Loan Document on

its part to be observed or performed, and, at the time of and immediately after giving effect to such Credit Extension and the application of the proceeds thereof, no Default shall have occurred and be continuing on such date.

(c) Representations and Warranties. Each of the representations and warranties made by any Loan Party set forth in Article III hereof or in any other Loan Document shall be true and correct in all material respects (except that any representation and warranty that is qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all respects) on and as of the date of such Credit Extension with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(d) Bankruptcy Matters. At the time of such Credit Extension, (i) the ~~Interim Order or Final Order, as applicable~~, shall be effective, and shall not have terminated or expired, (ii) the ~~Interim Order or Final Order, as applicable~~, shall not have been vacated, reversed, stayed, amended, supplemented or otherwise modified (without the consent of the Administrative Agent and the Required Lenders), (iii) no motion for reconsideration of the ~~Interim Order or Final Order, as applicable~~, shall be pending, and (iv) no appeal of the ~~Interim Order or Final Order, as applicable~~, shall be pending and the ~~Interim Order and the Final Order, as applicable~~ shall not be the subject of a stay pending appeal or a motion for a stay pending appeal.

~~(e) Condition Relating to Subsequent Loan. Solely with respect to the Subsequent Loan, entry by the Bankruptcy Court of the Final Order, in form and substance satisfactory to the Administrative Agent and the Required Lenders, by no later than July 20, 2012.~~

(e) ~~(f) Condition Relating to Build-Out Loan. Solely with respect to the Build-Out Loan, the Extension Condition shall not have been met on or prior to January 1, 2013.~~

Each of the delivery of a Borrowing Request and the acceptance by the Borrower of the proceeds of such Credit Extension shall constitute a representation and warranty by Borrower and each other Loan Party that on the date of such Credit Extension (both immediately before and after giving effect to such Credit Extension and the application of the proceeds thereof) the conditions contained in this Section 4.02 have been satisfied.

ARTICLE V

AFFIRMATIVE COVENANTS

Borrower and each Guarantor warrants, covenants and agrees with each Lender and that so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan and all fees and all other expenses or amounts payable under any Loan Document shall have been paid in full, unless waived or consented to by the requisite Lenders in writing in accordance with Section 10.02 hereof to, it will:

SECTION 5.01 Financial Statements, Reports, etc.

Furnish to the Administrative Agent and each Lender:

(a) Cash Balance. Commencing on July [], 2012, and continuing on each Wednesday thereafter until the Maturity Date, the cash balances of each of the Loan Parties as of the last day of the preceding week.

(b) Monthly DIP Budget Update. As soon as available and in any event by the tenth (10th) day of each calendar month of each fiscal year of Parent Guarantor, beginning on July 10, 2012, (i) a reconciliation of revenues generated and expenditures made (1) during the prior month and (2) cumulatively since the commencement of the Chapter 11 Cases, in each case, together with a comparison of such amounts to the amounts projected in the DIP Budget ~~(including, as long as Section 5.11 is applicable, reasonable detail regarding the usage of the Unencumbered Cash (as defined in the DIP Order))~~; (ii) an updated DIP Budget through June 2013 (for forecasting and informational purposes only and not for purposes of calculating the Budget Variance); (iii) a reconciliation of actual progress with respect to the Build-Out Requirement compared to the projections set forth in Schedule 8.01 in form and substance reasonably satisfactory to the Required Lenders; and (iv) progress reports on the radio frequency design plan in form and substance reasonably satisfactory to the Loan Parties and the Required Lenders.

(c) Financial Officer's Certificate. Concurrently with the delivery of updates to the DIP Budget under Section 5.01(b), a Compliance Certificate certifying that no Default has occurred or, if such a Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto;

(d) Public Reports. Promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Company with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed to holders of its Material Indebtedness pursuant to the terms of the documentation governing such Material Indebtedness (or any trustee, agent or other representative therefor), as the case may be;

(e) Management Letters. Promptly after the receipt thereof by any Company, a copy of any "management letter" received by any such person from its certified public accountants and the management's responses thereto;

(f) Bankruptcy Court Documents. Promptly, upon their being filed with the Bankruptcy Court, copies of all monthly reports as well as all pleadings, motions, applications, judicial information or other information filed by or on behalf of each Loan Party with the Bankruptcy Court or provided or served by a Loan Party to or upon the United States Trustee (or any monitor or interim receiver, if any, appointed in the Chapter 11 Cases) or any statutory appointed committee, at the time such document is filed with the Bankruptcy Court, or provided or served by a Loan Party to or upon the United States Trustee (or any monitor or interim receiver, if any, appointed in the Chapter 11 Cases) or any statutory appointed committee, to the extent such document has not otherwise been provided pursuant to an order of the Bankruptcy Court establishing notice procedures in the Chapter 11 Cases or otherwise; and

(g) Organizational Documents. Promptly provide copies of any Organizational Documents that have been amended or modified in accordance with the terms hereof and deliver a copy of any notice of default given or received by any Company under any Organizational Document within 15 days after such Company gives or receives such notice.

(h) FCC Proceedings. Provide information relating to FCC proceedings and other matters as required by the ~~DPP~~Final Order.

(i) Information Relating to Cash Collateral Order. All financial information made available to the administrative agent under the ~~OPCO~~Opco Credit Agreement or Ad Hoc LP Secured Group (as defined in the Final Order) pursuant to the Cash Collateral Order (as defined in the Final Order).

SECTION 5.02 Litigation and Other Notices

Furnish to the Administrative Agent and each Lender written notice of the following promptly (and, in any event, within five Business Days of the occurrence thereof):

(a) any Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;

(b) the filing or commencement of, or any threat or notice of intention of any person to file or commence, any action, suit, litigation or proceeding, whether at law or in equity by or before any Governmental Authority, (i) against any Company or any Affiliate thereof that could reasonably be expected to result in a Material Adverse Effect or (ii) with respect to any Loan Document;

(c) any development that has resulted in, or could reasonably be expected to result in a Material Adverse Effect;

(d) the occurrence of a Casualty Event;

(e) the occurrence of a Change in Control; and

(f) (i) the commencement of any proceedings by or before any Governmental Authority seeking cancelation, termination (including by means of non-renewal), revocation, limitation, adverse modification or adverse conditioning of any Material License or other material consent or authorization issued by a Governmental Authority, including the One Dot Six Lease, (ii) any actual or threatened suspension, limitation or revocation of, failure to renew, or imposition of any restraining order, escrow or impoundment of funds in connection with any Material License and/or the One Dot Six Lease or (iii) the receipt from, or any filing before, any Governmental Authority of any notice asserting any failure by the Loan Parties to be in compliance with Communications Laws in any material respect, including with respect to any build-out requirement (together with a copy of such notice).

SECTION 5.03 Existence; Businesses and Properties

(a) Do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence, except as otherwise expressly permitted under Section 6.05 or Section 6.06; *provided* that, for the avoidance of doubt, references to the Loan Parties' business in this Section 5.03 shall not include the business of the Partnership and its subsidiaries.

(b) Do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the rights, licenses, the One Dot Six Lease and the One Dot Six License, permits, privileges, franchises, authorizations, patents, copyrights, trademarks and trade names material to the conduct of its business; maintain and operate such business in substantially the manner in which it

is presently conducted and operated; comply with all applicable Requirements of Law (including any and all zoning, building, Environmental Law, ordinance, code or approval or any building permits or any restrictions of record or agreements affecting the Real Property) and decrees and orders of any Governmental Authority, whether now in effect or hereafter enacted, except where the failure to comply, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; pay and perform its obligations under all documentation with respect to the Transaction Documents, except where the failure to comply, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; and at all times maintain, preserve and protect all property material to the conduct of such business and keep such property in good repair, working order and condition (other than wear and tear occurring in the ordinary course of business) and from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be properly conducted at all times; *provided* that nothing in this Section 5.03(b) shall prevent (i) sales of property, consolidations or mergers by or involving any Company in accordance with Section 6.05 or Section 6.06; (ii) the withdrawal by any Company of its qualification as a foreign corporation in any jurisdiction where such withdrawal, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; or (iii) the abandonment by any Company of any rights, franchises, licenses (other than the One Dot Six License), trademarks, trade names, copyrights or patents that such person reasonably determines are not useful to its business or no longer commercially desirable; *provided further* that, for the avoidance of doubt, references to the Loan Parties' business in this Section 5.03 shall not include the business of the Partnership and its subsidiaries.

SECTION 5.04 Insurance.

Keep its insurable property adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, to such extent and against such risks as is customary with companies in the same or similar businesses operating in the same or similar locations, against such casualties and contingencies and of such types and in such amounts with such deductibles as is customary in the case of similar businesses operating in the same or similar locations.

SECTION 5.05 Obligations and Taxes.

(a) Payment of Obligations. Unless payment is prohibited or not required under the Bankruptcy Code, pay its material obligations (other than Indebtedness) promptly and in accordance with their terms, and pay and discharge promptly when due all material Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default; *provided* that (i) such payment and discharge shall not be required with respect to any such Tax, assessment, charge, levy or claim so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings timely instituted and diligently conducted and the applicable Company shall have set aside on its books adequate reserves or other appropriate provisions with respect thereto in accordance with GAAP and (ii) such contest operates to suspend collection of the contested obligation, Tax, assessment or charge and enforcement of a Lien other than a Permitted Lien.

(b) Filing of Returns. Unless compliance is not required or enforcement is stayed during the pendency of the Chapter 11 Cases pursuant to the Requirements of Law, timely and correctly file all material Tax Returns required to be filed by it. Withhold, collect and remit all Taxes that it is required to collect, withhold or remit.

SECTION 5.06 Employee Benefits.

Unless compliance is not required or enforcement is stayed during the pendency of the Chapter 11 Cases pursuant to the Requirements of Law, comply in all material respects with the applicable provisions of ERISA and the Code and (b) furnish to the Administrative Agent (x) as soon as possible after, and in any event within 15 days after any Company or any of its ERISA Affiliates knows or has reason to know that, (i) any ERISA Event has occurred, (ii) the imposition of a Lien with respect to any Plan other than statutory liens arising in the ordinary course of business, (iii) the adoption of any new Single Employer Plan by any Companies or its ERISA Affiliates, (iv) the adoption of an amendment to a Single Employer Plan if such amendment results in a material increase in benefits or unfunded liabilities, or (v) the commencement of contributions by any Company or any of its ERISA Affiliates to a Multiemployer Plan or Single Employer Plan, a statement of a Financial Officer of Borrower setting forth details as to such ERISA Event and the action, if any, that the Companies propose to take with respect thereto; (y) as soon as practicable following any request by the Administrative Agent, copies of (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any Company or any of its ERISA Affiliates with the Internal Revenue Service with respect to each Single Employer Plan; (ii) the most recent actuarial valuation report for each Plan; (iii) all notices received by any Company or any of its ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; (iv) the aggregate amount of payments made under any employee welfare benefit plan (as defined in Section 3(l) of ERISA) to any retired employees of any Company or any of its Affiliates (or any dependents thereof) during the most recently completed fiscal year; and (v) such other documents or governmental reports or filings relating to any Plan (or employee benefit plan sponsored or contributed to by any Company or its ERISA Affiliates) as the Administrative Agent shall reasonably request and (z) as soon as practicable following any request therefor, copies of (i) any documents described in Section 101(k) of ERISA that any Company or its ERISA Affiliates may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(1) of ERISA that any Company or its ERISA Affiliates may request with respect to any Multiemployer Plan; provided that, with respect to the notices described in (i) and (ii) above, if any Company or any of its ERISA Affiliates has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, such Company or such ERISA Affiliate shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof.

SECTION 5.07 Maintaining Records; Access to Properties and Inspections; Annual Meetings. Keep proper books of record and account in which full, true and correct entries in conformity with all Requirements of Law are made of all dealings and transactions in relation to its business and activities. Each Loan Party will permit any representatives designated by the Administrative Agent or any Lender to visit and inspect the financial records and the property of such Company at reasonable times and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any representatives designated by the Administrative Agent or any Lender to discuss the affairs, finances, accounts and condition of any Company with the officers and employees thereof and advisors therefor (including independent accountants).

SECTION 5.08 Use of Proceeds.

Use the proceeds of the Loans only for the purposes set forth in Section 3.12.

SECTION 5.09 Compliance with Environmental Laws; Environmental Reports.

Comply, and undertake all commercially reasonable efforts to cause all of its employees occupying Real Property owned, operated or leased by Borrower or any of the Guarantors to comply, in all material respects with all Environmental Laws and Environmental Permits applicable to its operations and Real Property; obtain and renew all material Environmental Permits applicable to its operations and Real Property; and conduct all Responses required by, and in accordance with, Environmental Laws, in each case, except where the failure to comply, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; *provided* that no Company shall be required to undertake any Response to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

SECTION 5.10 Compliance with Communications Laws and ITU Rules and Regulations.

Comply in all material respects with all applicable Communications Laws and the terms and conditions of any Communications Licenses (including the One Dot Six License) and the One Dot Six Lease, including but not limited to requirements applicable to the Companies pursuant to the ITU Radio Regulations, except for instances of non-compliance which would not, individually or in the aggregate, reasonably be expected to be material.

SECTION 5.11 ~~Parent Guarantor Unencumbered Cash~~ Proceeds of Terrestrial Reimbursement.

~~§3,200,000 of cash of the Parent Guarantor shall be used only to make expenditures necessary to meet the Build-Out Requirement; provided that, if the Extension Condition is satisfied on or prior to January 1, 2013, this Section 5.11 shall no longer be applicable.~~

Any proceeds of a reimbursement from TerreStar Networks Inc. less any portion of the Undesignated Loan Proceeds previously applied to satisfy any obligation specified in clause (iv) of Section 3.12(a), shall only be used (x) to make required payments under the One Dot Six Lease, (y) to make expenditures necessary to meet the Build-Out Requirement, and (z) to fund the payment of Other Expenses.

SECTION 5.12 Additional Guarantors.

With respect to any person (other than the Partnership Parents and the Partnership Companies) that becomes a Subsidiary of Parent Guarantor after the Closing Date, promptly (and in any event within 30 days after such person becomes a Subsidiary) cause such new Subsidiary to execute a Joinder Agreement or such comparable documentation reasonably satisfactory to the Administrative Agent to become a Guarantor.

SECTION 5.13 Further Assurances.

Promptly and from time to time take at its own expense such further actions, and execute and/or deliver to the Administrative Agent and the Collateral Agent such additional financing statements, amendments, assignments, agreements, supplements, powers and instruments, as may be necessary or as the Administrative Agent or the Collateral Agent shall request in order to create, perfect, preserve and

protect the security interest in the Collateral as provided herein and the rights and interests granted to the Collateral Agent hereunder, to carry into effect the purposes hereof or better to assure and confirm the validity, enforceability and priority of the Collateral Agent's security interest in the Collateral or permit the Collateral Agent to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral.

SECTION 5.14 Information Regarding Collateral.

Not effect any change (i) in any Loan Party's legal name, (ii) in the location of any Loan Party's chief executive office, (iii) in any Loan Party's identity or organizational structure, (iv) in any Loan Party's Federal Taxpayer Identification Number or organizational identification number, if any, or (v) in any Loan Party's jurisdiction of organization (in each case, including by merging with or into any other entity, amalgamating, reorganizing, dissolving, liquidating, reorganizing or organizing in any other jurisdiction), until (A) it shall have given the Collateral Agent and the Administrative Agent prior written notice (in the form of an Officers' Certificate) of its intention so to do, clearly describing such change and providing such other information in connection therewith as the Collateral Agent or the Administrative Agent may reasonably request and (B) it shall have taken all action necessary to maintain the perfection and priority of the security interest of the Collateral Agent for the benefit of the Lender Parties in the Collateral, if applicable. Each Loan Party agrees to promptly provide the Administrative Agent and the Collateral Agent with certified Organizational Documents reflecting any of the changes described in the preceding sentence.

For the avoidance of doubt, the covenants, terms, conditions and restrictions set forth in this Article V shall not apply to any Partnership Parent or any Partnership Company or their respective businesses.

ARTICLE VI

NEGATIVE COVENANTS

Borrower and each Guarantor warrants, covenants and agrees with each Lender that, so long as this Agreement shall remain in effect and until the Commitments have been terminated and the principal of and interest on each Loan and all fees, premium and all other expenses or amounts payable under any Loan Document have been paid in full, unless waived or consented to by the requisite Lenders in writing in accordance with Section 10.02 hereof, it will not:

SECTION 6.01 Indebtedness.

Incur, create, assume or permit to exist, directly or indirectly, any Indebtedness, except

- (a) Indebtedness incurred under this Agreement and the other Loan Documents;
- (b) Indebtedness of the Loan Parties outstanding on the Closing Date and listed on Schedule 6.01(b);
- (c) [Reserved];
- (d) [Reserved]

(e) Indebtedness and obligations of any Loan Party in respect of letters of credit and bank guarantees, in respect of bid, performance or surety bonds, workers' compensation claims, health, disability or other benefits to former employees or their families or property, casualty or liability or self-insurance obligations and completion guarantees and bankers acceptances issued for the account of any such Loan Party in the ordinary course of business;

(f) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds in the ordinary course of business; *provided, however*, that such Indebtedness is extinguished within five Business Days of incurrence;

(g) Indebtedness arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(h) Indebtedness under Hedging Obligations entered into in the ordinary course of business and not for speculative purposes;

(i) [Reserved]; and

(j) unsecured Indebtedness of Borrower in an aggregate principal amount not to exceed \$1,000,000.

SECTION 6.02 Liens.

Create, incur, assume or permit to exist, directly or indirectly, any Lien on any property now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, the "**Permitted Liens**"):

(a) inchoate Liens for taxes, assessments or governmental charges or levies not yet due and payable or delinquent and Liens for taxes, assessments or governmental charges or levies, which are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, which proceedings (or orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the property subject to any such Lien;

(b) Liens in respect of property of Borrower or any Subsidiary that is a Guarantor imposed by Requirements of Law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, materialmen's, landlords', workmen's, suppliers', repairmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business, and which, if they secure obligations that are then due and unpaid, are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, which proceedings (or orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the property subject to any such Lien;

(c) any Lien in existence on the Closing Date and set forth on Schedule 6.02(c) (any such Lien, an "**Existing Lien**");

(d) easements, rights-of-way, restrictions (including zoning restrictions), covenants, licenses, encroachments, protrusions and other similar charges or encumbrances, and minor title deficiencies on or with respect to any Real Property, in each case whether now or hereafter in existence,

not (i) securing Indebtedness, (ii) individually or in the aggregate materially impairing the value or marketability of such Real Property or (iii) individually or in the aggregate materially interfering with the ordinary conduct of the business of Borrower or its Subsidiaries at such Real Property;

(e) Liens arising out of judgments, attachments or awards not resulting in a Default and in respect of which Borrower or its Subsidiaries shall in good faith be prosecuting an appeal or proceedings for review in respect of which there shall be secured a subsisting stay of execution pending such appeal or proceedings;

(f) Liens (other than any Lien imposed by ERISA) (x) imposed by Requirements of Law, or deposits made in connection therewith, in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security legislation, (y) incurred in the ordinary course of business to secure the performance of tenders, statutory obligations (other than excise taxes), surety, stay, customs and appeal bonds, letters of credit, statutory bonds, bids, leases, government contracts, trade contracts, deposits as security for contested taxes or import duties or for the payment of rent, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money) or (z) arising by virtue of deposits made in the ordinary course of business to secure liability for premiums to insurance carriers; *provided* that with respect to clauses (x), (y) and (z) of this paragraph (f), such Liens are for amounts not yet due and payable or delinquent or, to the extent such amounts are so due and payable, such amounts are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP;

(g) Leases and subleases of Real Property of Borrower or any Subsidiary granted by such Company to third parties that do not, individually or in the aggregate, (i) interfere in any material respect with the ordinary conduct of the business of Borrower or its Subsidiaries or (ii) materially impair the use (for its intended purposes) or the value of the Real Property subject thereto;

(h) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by Borrower or any Subsidiary in the ordinary course of business in accordance with past practices of Borrower or its Subsidiaries;

(i) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by Borrower or any Subsidiary, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements; provided that, unless such Liens are non-consensual and arise by operation of law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;

(j) [Reserved];

(k) licenses of Intellectual Property granted in the ordinary course of business and not interfering in any material respect with the ordinary conduct of business of the Loan Parties; and

(l) the filing of UCC financing statements solely as a precautionary measure in connection with operating leases or consignment of goods in the ordinary course of such Loan Party's business.

SECTION 6.03 Sale and Leaseback Transactions.

Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred (a “**Sale and Leaseback Transaction**”).

SECTION 6.04 Investments, Loan, Advances and Acquisition.

Directly or indirectly, lend money or credit (by way of guarantee or otherwise) or make advances to any person (other than to customers in the ordinary course of business), or purchase or acquire any Equity Interests, bonds, notes, debentures, guarantees or other obligations or securities of, or any other interest in, or make any capital contribution to, any other person, or purchase or own a futures contract or otherwise become liable for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or purchase or acquire (in one transaction or a series of transactions) any assets (all of the foregoing, collectively, “**Investments**”), except that the following shall be permitted:

- (a) [Reserved];
- (b) Investments outstanding on the Closing Date and identified on Schedule 6.04(b);
- (c) The Loan Parties may (i) acquire and hold accounts receivables owing to any of them if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary terms, (ii) invest in, acquire and hold cash and Cash Equivalents, (iii) prepay expenses and endorse negotiable instruments held for collection in the ordinary course of business or (iv) make lease, utility and other similar deposits in the ordinary course of business;
- (d) [Reserved];
- (e) Investments in securities or obligations of trade creditors or customers in the ordinary course of business received in settlement of debts, satisfaction of judgments or upon foreclosure or pursuant to any plan of reorganization or liquidation or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers;
- (f) mergers, amalgamations and consolidations in compliance with Section 6.05;
- (g) Investments made by the Loan Parties in the form of non-cash consideration received in connection with an Asset Sale made in compliance with Section 6.06;
- (h) purchases and other acquisitions of inventory, materials, equipment and other property in the ordinary course of business;
- (i) leases of real or personal property of the Parent Guarantor in the ordinary course of business;
- (j) [Reserved];

(k) Investments in payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(l) Investments by Parent Guarantor in Borrower or any Subsidiary that is a Guarantor; and

(m) Investments by Borrower in Parent Guarantor (together with dividends pursuant to Section 6.07(a)) using proceeds of the ~~Subsequent~~Initial Loan in an amount not exceed ~~\$2,000,000~~7,600,000 or made using proceeds of Loans made under Section 10.18 if agreed by the applicable Lender, if Parent Guarantor uses such proceeds in compliance with Section 5.08.

An Investment shall be deemed to be outstanding to the extent not returned in the same form as the original Investment to Borrower or any Guarantor.

SECTION 6.05 Mergers and Consolidations.

Wind up, liquidate or dissolve its affairs or enter into any transaction of merger, amalgamation or consolidation (or agree to do any of the foregoing at any future time), except Asset Sales in compliance with Section 6.06.

SECTION 6.06 Asset Sales.

Effect any Asset Sale, or agree to effect any Asset Sale, except that the following shall be permitted:

(a) (i) disposition of used, worn out, obsolete or surplus property by the Loan Parties in the ordinary course of business and the abandonment or other disposition of Intellectual Property that is, in the reasonable judgment of Borrower, no longer economically practicable to maintain or useful in the conduct of the business of Borrower and its Subsidiaries taken as a whole;

(b) [Reserved];

(c) the licensing or sublicensing of Intellectual Property of Parent Guarantor; *provided, however*, that such licensing or sublicensing shall not interfere in any material respect with the Companies' continued use of such Intellectual Property in its business;

(d) to the extent constituting an Asset Sale, the creation of a Lien permitted by Section 6.02 (but not any Asset Sale of the property subject to such Lien);

(e) leases of real or personal property of Parent Guarantor in the ordinary course of business;

(f) [Reserved];

(g) to the extent constituting Asset Sales, Investments in compliance with Section 6.04; and

(h) to the extent constituting Asset Sales, Dividends in compliance with Section 6.07.

SECTION 6.07 Dividends

Authorize, declare or pay, directly or indirectly, any Dividends with respect to Borrower or any of its Subsidiaries who are Guarantors, except that the following shall be permitted:

(a) Dividends by Borrower to Parent Guarantor (together with Investments pursuant to Section 6.04(m)) using proceeds of the ~~Subsequent~~Initial Loan in an amount not exceed ~~\$2,000,000~~7,600,000 or made using proceeds of Loans made under Section 10.18 if agreed by the applicable Lender, if Parent Guarantor uses such proceeds in compliance with Section 5.08;

(b) [Reserved]; and

(c) Dividends by any Subsidiary of Borrower to Borrower.

SECTION 6.08 Transactions with Affiliates

Enter into, directly or indirectly, any transaction or series of related transactions, whether or not in the ordinary course of business, with any Affiliate of any Company (other than between or among Loan Parties), other than any transaction or series of related transactions on terms and conditions at least as favorable to such Company as would reasonably be obtained by such Company at that time in a comparable arm's-length transaction with a person other than an Affiliate, except that the following shall be permitted:

(a) Dividends permitted by Section 6.07;

(b) the existence of, and the performance by any Loan Party of its obligations under the terms of, any limited liability company, limited partnership or other Organizational Document or securityholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party on the Closing Date, and which has been disclosed to the Lenders in writing as in effect on the Closing Date;

(c) reasonable and customary director, officer and employee compensation (including bonuses) and other benefits (including retirement, health and other benefit plans) and indemnification arrangements, in each case approved by the Board of Directors of the applicable Company, other than with respect to the matters covered by Section 6.08(f) below;

(d) the payment of reasonable and customary fees to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Loan Parties;

(e) any issuance of Qualified Capital Stock of Parent Guarantor to Partnership Company DIP Lenders and the granting of registration and other similar customary rights in connection thereto;

(f) any issuance of Equity Interests pursuant to employment arrangements, stock options and stock ownership plans for Existing Employees approved by the Board of Directors of Parent Guarantor; provided that, issuances of Equity Interests pursuant to this

Section 6.08(f) shall not exceed 5% of the issued and outstanding Equity Interests of Parent Guarantor on a Fully-Diluted Basis (as defined in the Warrant) as of the date hereof;

(g) ~~(e)~~ ~~[Additional exceptions related to any~~ issuance of Qualified Capital Stock ~~to be discussed]~~ permitted pursuant to Section 6.11(c) or (d);

(h) any issuance of any Equity Interest of Parent Guarantor upon exercise of any Warrant; and

(i) ~~(f)~~ any agreement or arrangement as in effect on the Closing Date and listed on Schedule 6.08~~(f)~~.

SECTION 6.09 Modifications of Organizational Documents and Other Documents, etc.

Directly or indirectly terminate, amend or modify (i) the One Dot Six Lease or (ii) any Organizational Documents of any Loan Party or any Subsidiary thereof or any agreement to which it is a party with respect to its Equity Interests (including any stockholders' agreement), or enter into any new agreement with respect to its Equity Interests, other than, in the case of this clause (ii) any such terminations, amendments or modifications or such new agreements which are (x) made in connection with a winding up, liquidation, dissolution, merger or consolidation in compliance with Section 6.05 or (y) not adverse in any material respect to the interests of the Lenders.

SECTION 6.10 Limitation on Certain Restrictions on Subsidiaries.

Directly or indirectly, create or otherwise cause or suffer to exist or become effective any contractual encumbrance or contractual restriction on the ability of any Subsidiary to (a) pay dividends or make any other distributions on its capital stock or any other interest or participation in its profits owned by Borrower or any Subsidiary, or pay any Indebtedness owed to Borrower or a Subsidiary, (b) make loans or advances to Borrower or any Subsidiary or (c) transfer any of its properties to Borrower or any Subsidiary, except for such encumbrances or restrictions existing under or by reason of (i) applicable Requirements of Law; (ii) this Agreement and the other Loan Documents; (iii) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of a Subsidiary; (iv) customary provisions restricting assignment of any agreement entered into by a Subsidiary in the ordinary course of business; (v) any holder of a Lien permitted by Section 6.02 restricting the transfer of the property subject thereto; (vi) customary restrictions and conditions contained in any agreement relating to the sale of any property permitted under Section 6.06 pending the consummation of such sale or in any lease or license of property permitted under Section 6.06; (vii) the OpCo Loan Documents, (viii) any agreement in effect at the time such Subsidiary becomes a Subsidiary of Borrower, so long as such agreement was not entered into in connection with or in contemplation of such person becoming a Subsidiary of Borrower; (ix) customary provisions in partnership agreements, limited liability company organizational governance documents, asset sale and stock sale agreements and other similar agreements entered into in the ordinary course of business that restrict the transfer of ownership interests in such partnership, limited liability company or similar person; (x) restrictions on cash or other deposits or net worth imposed by suppliers or landlords under contracts entered into in the ordinary course of business; (xi) in the case of any joint venture which is not a Loan Party in respect of any matters referred to in clauses (b) and (c) above, restrictions in such person's Organizational Documents or pursuant to any joint venture agreement or stockholders agreements solely to the extent of the Equity Interests of or property

held in the subject joint venture or other entity; or (xii) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents of the contracts, instruments or obligations referred to in clause (viii) above; *provided* that such amendments or refinancings are no more materially restrictive with respect to such encumbrances and restrictions than those prior to such amendment or refinancing.

SECTION 6.11 Limitation on Issuance of Capital Stock.

Issue any Equity Interest (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, any Equity Interest, except (a) the Warrants and any Equity Interest of Parent Guarantor issued pursuant to a valid exercise of such Warrants ~~or any Preemptive Rights. [Additional exceptions related to, (b) as may be permitted pursuant to Section 6.08(b), (e), (f), (g), (h) or (i), (c) any~~ issuance of Qualified Capital Stock ~~to be discussed~~ of Parent Guarantor and any granting of registration and other similar customary rights to a Strategic Investor as consideration for a transaction therewith, (d) any issuance of any Qualified Capital Stock of Parent Guarantor issued to a Partnership Company DIP Lender and the granting of registration and other customary rights in connection thereto, (e) any Equity Interests of Parent Guarantor issued as a paid-in-kind dividend or distribution pursuant to the terms of any Equity Interests of Parent Guarantor outstanding as of the Closing Date and (f) any Equity Interests of Parent Guarantor issued upon the conversion or exchange of any outstanding Equity Interests of Parent Guarantor or the Partnership pursuant to the terms thereof as in effect on the Closing Date, including any Equity Interests of Parent Guarantor issued upon the conversion or exchange of any in-kind dividend or distribution made pursuant to the terms of such Equity Interests; *provided, that, in the case of any equity issuance permitted pursuant to Section 6.08(e) or (g) above or Section 6.11(c) or (d), Parent Guarantor shall either amend the terms of all Warrants held by the Lenders or any of their Affiliates or issue to the Lenders or any of their Affiliates additional warrants to purchase Equity Interests of Parent Guarantor having terms substantially similar to the Warrants, as the Lenders may elect in their sole discretion (collectively, the "Aggregate Warrants"), in order to effect an adjustment to the number of Equity Interests of Parent Guarantor to which each holder of such Warrants shall be entitled upon exercise thereof, such that (1) the quotient obtained by dividing (W) the number of Equity Interests of Parent Guarantor into which such Warrants owned by such holder are exercisable immediately prior to such issuance, by (X) the total number of Equity Interests of Parent Guarantor outstanding immediately prior to such issuance on a Fully Diluted Basis (as defined in the Warrants), is equal to (2) the quotient obtained by dividing (Y) the number of Equity Interests of Parent Guarantor into which such Aggregate Warrants owned by such holder are exercisable after giving effect to such issuance and anti-dilution amendment or issuance referred to above, by (Z) the total number of Equity Interests of Parent Guarantor outstanding on a Fully Diluted Basis after giving effect to such issuance and anti-dilution amendment or issuance referred to above. By way of example of the foregoing, if Parent Guarantor issues 100 shares of Stock (as defined in the Warrants) causing an adjustment contemplated by the foregoing, the total number of Equity Interests of Parent Guarantor outstanding immediately prior to such issuance on a Fully Diluted Basis is equal to 1,000 shares of Stock, and a Lender holds a Warrant exercisable for 100 shares of Stock prior to such issuance, then at such Lender's election (1) such Lender would, as a result of such issuance, receive a Warrant exercisable for 10 shares of Stock in form and substance reasonably satisfactory to such Lender reflecting a per share exercise price equal to \$0.01 or (2) the Warrant exercisable for 100 shares of Stock held by such Lender would then be amended, in form and substance reasonably*

satisfactory to such Lender, to provide that such Warrant would be exercisable for 110 shares of Stock from and after the date of such issuance.

SECTION 6.12 Limitation on Creation of Subsidiaries.

Establish, create or acquire any additional Subsidiaries without the prior written consent of the Required Lenders.

SECTION 6.13 Business.

(a) With respect to Parent Guarantor, engage in any business activities or have any properties or create, incur, assume or suffer to exist liabilities, other than (i) its ownership of the Equity Interests of its Subsidiaries, (ii) obligations permitted to be incurred by Parent Guarantor pursuant to Section 6.01 (including Contingent Obligations), and (iii) activities incidental to the foregoing clauses (i) and (ii), including its obligations under the Inmarsat Agreement.

(b) With respect to the Borrower and its Subsidiaries that are Guarantors, engage (directly or indirectly) in any material respect in any business other than those businesses in which it is engaged in on the Closing Date (it being understood and agreed that One Dot Six is not engaged in any business as of the Closing Date other than its ownership of rights under the One Dot Six Lease).

SECTION 6.14 Fiscal Year.

Change its fiscal year-end to a date other than December 31.

SECTION 6.15 No Further Negative Pledge.

Enter into any agreement, instrument, deed or lease which prohibits or limits the ability of Borrower or any Guarantor to create, incur, assume or suffer to exist any Lien upon any of their respective properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any security for an obligation if security is granted for another obligation, except the following: (1) this Agreement and the other Loan Documents; (2) covenants in documents creating Liens permitted by Section 6.02 prohibiting further Liens on the properties encumbered thereby; (3) any other agreement that does not restrict in any manner (directly or indirectly) Liens to secure the Obligations and does not require the direct or indirect granting of any Lien securing any Indebtedness or other obligation by virtue of the granting of Liens on or pledge of property of any Loan Party to secure the Obligations; and (4) any prohibition or limitation that (a) exists pursuant to applicable Requirements of Law, (b) consists of customary restrictions and conditions contained in any agreement relating to the sale of any property permitted under Section 6.06 pending the consummation of such sale or any lease or license of property permitted under Section 6.06, (c) restricts subletting or assignment of leasehold interests contained in any Lease governing a leasehold interest of Borrower or a Subsidiary, (d) exists in any agreement in effect at the time such Subsidiary becomes a Subsidiary of Borrower, so long as such agreement was not entered into in contemplation of such person becoming a Subsidiary or (e) is imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents of the contracts, instruments or obligations referred to in clause (3) or (4)(d); *provided* that such amendments and refinancings are no more materially restrictive with respect to such prohibitions and limitations than those prior to such amendment or refinancing.

SECTION 6.16 Compliance with Anti-Terrorism Laws.

(a) Directly or indirectly, in connection with the Loans, knowingly (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Embargoed Person in violation of any Anti-Terrorism Law or any other applicable law, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to any Anti-Terrorism Law or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(b) Directly or indirectly, in connection with the Loans, knowingly cause or permit any of the funds of such Loan Party that are used to repay the Loans to be derived from any unlawful activity with the result that the making of the Loans would be in violation of any Anti-Terrorism Law.

(c) Knowingly cause or permit (i) an Embargoed Person to have any direct or indirect interest in or benefit of any nature whatsoever in the Loan Parties in violation of any Anti-Terrorism Law or any other applicable law or (ii) any of the funds or properties of the Loan Parties that are used to repay the Loans to constitute property of, or be beneficially owned directly or indirectly by, an Embargoed Person in violation of any Anti-Terrorism Law or any other applicable law.

(d) Borrower shall deliver to the Lenders any certification or other evidence requested from time to time by any Lender in its reasonable discretion, confirming its compliance with this Section 6.16.

SECTION 6.17 Communications Licenses.

Operate its businesses other than in accordance with Communications Laws and the terms and conditions of the Communications Licenses and the One Dot Six Lease in all material respects. No Company shall fail to file any report or application or pay any regulatory or filing fee pertaining to its businesses which is required to be filed with or paid to any Governmental Authority pursuant to Communications Laws, unless such failure to file a report or pay any regulatory or filing fee would be immaterial. No Company shall take any action that would or could cause a Governmental Authority to institute any proceedings for the cancellation, revocation, non-renewal, short-term renewal or adverse modification of any Material License and the One Dot Six Lease or take or permit to be taken any other action within its control that would or could result in non-compliance with the requirements of Communications Laws in any material respect.

SECTION 6.18 Inmarsat Agreement.

For purposes of this Article VI, any rights of Parent Guarantor in the Inmarsat Agreement shall be treated (as between Parent Guarantor and the Partnership), as belonging solely to the Partnership.

SECTION 6.19 Financial Covenants.

Permit the Budget Variance on each Testing Date to exceed the Maximum Variance.

For the avoidance of doubt, the covenants, terms, conditions and restrictions set forth in this Article VI shall not apply to any Partnership Parent or any Partnership Company or their respective businesses.

**ARTICLE VII
GUARANTEE**

SECTION 7.01 The Guarantee.

The Guarantors hereby jointly and severally guarantee, as a primary obligor and not as a surety to each Lender Party and their respective successors and assigns, the prompt payment in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of the principal of and interest on (including any interest, fees, premiums, costs or charges that would accrue but for the provisions of the Title 11 of the United States Code after any bankruptcy or insolvency petition under Title 11 of the United States Code, including the commencement of the Chapter 11 Cases) the Loans made by the Lenders to, and the Notes held by each Lender of, Borrower, and all other Obligations from time to time owing to the Lender Parties by any Loan Party under any Loan Document, in each case strictly in accordance with the terms thereof (such obligations being herein collectively called the “**Guaranteed Obligations**”). The Guarantors hereby jointly and severally agree that if Borrower or other Guarantor(s) shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

SECTION 7.02 Obligations Unconditional.

The obligations of the Guarantors under Section 7.01 shall constitute a guaranty of payment and to the fullest extent permitted by applicable Requirements of Law, are absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations of Borrower under this Agreement, the Notes, if any, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (except for payment in full). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

- (i) at any time or from time to time, without notice to any Guarantors, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;
- (ii) any of the acts mentioned in any of the provisions of this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;
- (iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any

respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

- (iv) the release of any other Guarantor pursuant to Section 7.09.

The Guarantors hereby, to the fullest extent permitted by applicable Requirements of Law, expressly waive diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Lender Party exhaust any right, power or remedy or proceed against Borrower under this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors waive any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Lender Party upon this Guarantee or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guarantee, and all dealings between Borrower and the Lender Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. This Guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by Lender Parties, and the obligations and liabilities of the Guarantors hereunder shall not be conditioned or contingent upon the pursuit by the Lender Parties or any other person at any time of any right or remedy against Borrower or against any other person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the successors and assigns thereof, and shall inure to the benefit of the Lenders, and their respective successors and assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

SECTION 7.03 Reinstatement.

The obligations of the Guarantors under this Article VII shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of Borrower or other Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

SECTION 7.04 Subrogation; Subordination.

Each Guarantor hereby agrees that until the indefeasible payment and satisfaction in full in cash of all Guaranteed Obligations and the expiration and termination of the Commitments of the Lenders under this Agreement it shall waive any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 7.01, whether by subrogation or otherwise, against Borrower or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations. Any Indebtedness of any Loan Party permitted pursuant to Section 6.01(d) shall be subordinated to such Loan Party's Obligations in the manner set forth in the Intercompany Note evidencing such Indebtedness.

SECTION 7.05 Remedies.

The Guarantors jointly and severally agree that, as between the Guarantors and the Lenders, the obligations of Borrower under this Agreement and the Notes, if any, may be declared to be forthwith due and payable as provided in Section 8.01 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 8.01) for purposes of Section 7.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 7.01.

SECTION 7.06 Instrument for the Payment of Money.

Each Guarantor hereby acknowledges that the guarantee in this Article VII constitutes an instrument for the payment of money, and consents and agrees that any Lender or Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

SECTION 7.07 Continuing Guarantee.

The guarantee in this Article VII is a continuing guarantee of payment, and shall apply to all Guaranteed Obligations whenever arising.

SECTION 7.08 General Limitation on Guarantee Obligations.

In any action or proceeding involving any state corporate limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 7.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Loan Party or any other person, be automatically limited and reduced to the highest amount (after giving effect to the right of contribution established in Section 7.10) that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

SECTION 7.09 Release of Guarantors.

If, in compliance with the terms and provisions of the Loan Documents, all or substantially all of the Equity Interests of any Subsidiary that is a Guarantor are sold or otherwise transferred in a transaction permitted hereunder or consented to by the requisite Lenders pursuant to Section 10.02 (a “**Transferred Guarantor**”) to a person or persons, none of which is Borrower or a Subsidiary, such Transferred Guarantor shall, upon the consummation of such sale or transfer, be automatically released from its obligations under this Agreement (including under Section 10.03 hereof), so long as Borrower shall have provided the Administrative Agent such certifications or documents as the Administrative Agent shall reasonably request in order to demonstrate compliance with this Agreement.

SECTION 7.10 Right of Contribution.

Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 7.04. The provisions of this Section 7.10 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

SECTION 7.11 Limitation of Liability of Parent Guarantor.

Notwithstanding anything herein or in any other Loan Document to the contrary, in no event shall the aggregate amount claimed against the Parent Guarantor pursuant to this Article VII exceed the amount of proceeds of the Loans actually distributed, lent or otherwise transferred to the Parent Guarantor.

ARTICLE VIII

EVENTS OF DEFAULT

SECTION 8.01 Events of Default.

Notwithstanding the provisions of Section 362 of the Bankruptcy Code and without notice, application or motion to, hearing before, or order of the Bankruptcy Court, upon the occurrence and during the continuance of the following events ("**Events of Default**"):

- (a) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment (whether voluntary or mandatory) thereof or by acceleration thereof or otherwise;
- (b) default shall be made in the payment of any interest on any Loan, any fee or premium any other amount (other than an amount referred to in paragraph (a) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of three Business Days;
- (c) any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;
- (d) default shall be made in the due observance or performance by any Loan Party of any covenant, condition or agreement contained in Sections ~~2.08~~2.09, 5.02, 5.03(a) or 5.08 or in Article VI;
- (e) default shall be made in the due observance or performance by any Loan Party of any covenant, condition or agreement contained in any Loan Document (other than those specified in

paragraphs (a), (b) or (d) immediately above) and such default shall continue unremedied or shall not be waived for a period of 30 days after written notice thereof from the Administrative Agent or any Lender to Borrower;;

(f) any Company shall (i) fail to pay any principal or interest, regardless of amount, due in respect of any Indebtedness (other than the Obligations or any Indebtedness the enforcement of which has been stayed by the Chapter 11 Cases), when and as the same shall become due and payable beyond any applicable grace period, or (ii) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness, if the effect of any such failure referred to in this clause (ii) results such Indebtedness becoming due prior to its stated maturity or become subject to a mandatory offer purchase by the obligor; *provided* that any event described in clause (i) and (ii) above shall not constitute an Event of Default if such events were occasioned by the filing of the Chapter 11 Cases (*provided* that, in the case of Hedging Obligations, the amount counted for this purpose shall be the amount payable by all Companies if such Hedging Obligations were terminated at such time);

(g) [Reserved];

(h) [Reserved];

(i) [Reserved];

(j) unless arising as a result of the filing of the Chapter 11 Cases, one or more ERISA Events, Canadian Plan Events or similar events with respect to Foreign Plans shall have occurred that, when taken together with all other such ERISA Events, Canadian Plan Events and similar events with respect to Foreign Plans that have occurred, could reasonably be expected to result in a Material Adverse Effect or in the imposition of a Lien on any properties of a Loan Party;

(k) except as expressly permitted hereunder or under the Loan Document, any security interest and Lien purported to be created by this Agreement ~~or the Interim Order~~ or the Final Order, as applicable, shall cease to be in full force and effect, or shall cease to give the Collateral Agent for the benefit of the Lender Parties, the Liens, rights, powers and privileges created and granted under this Agreement and the ~~Interim Order or the Final Order, as applicable,~~ in favor of the Collateral Agent, or shall be asserted by any Loan Party not to be a valid, perfected security interest in or Lien on the DIP Collateral with the priority set forth in the ~~Interim Order or the Final Order, as applicable;~~

(l) any Loan Document or any material provisions thereof shall at any time and for any reason be declared by a court of competent jurisdiction to be null and void, or a proceeding shall be commenced by any Loan Party, seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation of any provision thereof), or any Loan Party shall repudiate or deny any portion of its liability or obligation for the Obligations;

(m) at any time prior to the assumption (within the meaning of the Bankruptcy Code) by the Borrower of the One Dot Six Lease, (i) the One Dot Six Lease shall be rejected (within the meaning of the Bankruptcy Code by the Borrower or (ii) there shall have occurred any event or condition which results in the Borrower no longer having the right to assume (within the meaning of the Bankruptcy Code) the One Dot Six Lease;

(n) at any time after the assumption (within the meaning of the Bankruptcy Code) of the One Dot Six Lease by the Borrower, there shall have occurred the termination of, or the receipt by any Loan Party of a valid notice of the termination of, or the occurrence of any event or condition which would, with the passage of time or the giving of notice or both, constitute an event of default under or permit the termination of the One Dot Six Lease;

(o) any Company shall be prohibited or otherwise restrained from conducting the business theretofore conducted by it in any manner that has or could reasonably be expected to result in a Material Adverse Effect by virtue of any determination, ruling, decision, decree or order of any court or Governmental Authority of competent jurisdiction;

(p) any one or more Material Licenses shall be terminated, suspended, revoked or forfeited, or shall expire without the timely filing of an application for renewal thereof, or be materially adversely amended;

(q) the failure to meet any milestone set forth in Schedule 8.01 hereto; provided that this Section 8.01(p) shall no longer be applicable if the Extension Condition has been satisfied; and

(r) an Event of Default as defined in the ~~DIP~~Final Order occurs;

then, and in every such event, and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to Borrower, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Commitments; (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon, any premium and any unpaid accrued fees and all other Obligations of Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Borrower and the Guarantors, anything contained herein or in any other Loan Document to the contrary notwithstanding; (iii) pursue any available remedy by proceeding at law or in equity to collect the payment of principal of or premium, if any, and interest on the Loans or to enforce the performance of any provision of this Agreement, (iv) take any necessary action requested of it as Administrative Agent to settle, compromise, adjust or otherwise conclude any proceedings to which they are parties and/or (v) instruct the Collateral Agent to exercise any available remedies under the Loan Documents upon seven (7) days' prior written notice to the Borrower but otherwise without the necessity of obtaining any further relief or order from the Bankruptcy Court.

SECTION 8.02 Application of Proceeds.

Subject to the Carve-Out, the proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Collateral Agent of its remedies shall be applied, in full or in part, together with any other sums then held by the Collateral Agent pursuant to this Agreement, promptly by the Collateral Agent as follows:

(a) *First*, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Collateral Agent and its agents and counsel, and all expenses,

liabilities and advances made or incurred by the Collateral Agent in connection therewith and all amounts for which the Collateral Agent is entitled to indemnification pursuant to the provisions of any Loan Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(b) *Second*, to the payment of all other reasonable costs and expenses of such sale, collection or other realization including compensation to the other Lender Parties and their agents and counsel and all costs, liabilities and advances made or incurred by the other Lender Parties in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(c) *Third*, without duplication of amounts applied pursuant to clauses (a) and (b) above, to the indefeasible payment in full in cash, *pro rata*, of interest, premium and other amounts constituting Obligations (other than principal), in each case equally and ratably in accordance with the respective amounts thereof then due and owing;

(d) *Fourth*, to the indefeasible payment in full in cash, *pro rata*, of principal amount of the Obligations and any premium thereon; and

(e) *Fifth*, the balance, if any, to the person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.

In the event that any such proceeds are insufficient to pay in full the items described in clauses (a) through (e) of this Section 8.02, the Loan Parties shall remain liable, jointly and severally, for any deficiency.

SECTION 8.03 Government Approval.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, any action taken or proposed to be taken hereunder that would affect the operational, voting, or other control of any Loan Party or affect the ownership of the Communications Licenses or One Dot Six Lease or any company holding the Communications Licenses shall be pursuant to Communications Laws and, if and to the extent required thereby, subject to the prior consent of the FCC, Industry Canada, the CRTC or any other applicable Governmental Authority. Notwithstanding anything to the contrary contained herein, the Administrative Agent and the Lenders shall not take any action pursuant hereto or under any other Loan Document that would constitute or result in any assignment of the Communications Licenses or One Dot Six Lease or transfer of control or voting rights of any Loan Party or any company holding the Communications Licenses or One Dot Six Lease if such assignment or transfer of control or voting rights would require, under then existing law (including Communications Laws), the prior approval of the FCC, Industry Canada, the CRTC or any other applicable Governmental Authority, without first obtaining such approval of the FCC, Industry Canada, the CRTC or such other Governmental Authority. Each Loan Party agrees to take any lawful action which Administrative Agent may request in order to obtain and enjoy the full rights and benefits granted to the Administrative Agent and the Lenders by this Agreement, including, without limitation, facilitating the preparation, certification and filing of suitable applications for requisite consent of any Governmental Authority.

ARTICLE IX

THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT

SECTION 9.01 Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints U.S. Bank National Association, to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and neither Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. Without limiting the generality of the foregoing, each Lender hereby authorizes the Administrative Agent to consent, on behalf of each Lender, to the ~~Interim Order and the~~ Final Order.

(b) Each of the Lenders hereby irrevocably appoints U.S. Bank National Association, to act on its behalf as the Collateral Agent hereunder and under the other Loan Documents and authorizes the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Collateral Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as otherwise provided herein, Collateral Agent shall hold all Collateral and all payments of principal, interest, fees, charges and expenses received pursuant to this Agreement or any of the Loan Documents for the benefit of Lender Parties and shall enforce the rights in the Collateral on behalf of the Lender Parties.

SECTION 9.02 Rights as a Lender.

Any Person serving as the Administrative Agent or the Collateral Agent shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent, as applicable, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Administrative Agent or the Collateral Agent, as applicable, in its individual capacity. The Administrative Agent, the Collateral Agent and each of their Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with Borrower or any Subsidiary or other Affiliate thereof as if the Administrative Agent or the Collateral Agent, as applicable, were not the Administrative Agent or Collateral Agent hereunder and without any duty to account therefor to the Lenders. In the event that any action under this Agreement shall require the consent of both the Collateral Agent and the Administrative Agent and/or the Collateral Agent and such parties cannot, after good faith negotiations, agree on the appropriate action to be taken, the Collateral Agent shall have the right to take such action as it shall determine to be appropriate under the circumstances.

SECTION 9.03 Exculpatory Provisions.

None of the Administrative Agent or the Collateral Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent and the Collateral Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or the Collateral Agent, as applicable, is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); *provided* that the Administrative Agent and the Collateral Agent, as applicable, shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose the Administrative Agent or the Collateral Agent, as applicable, to liability or that is contrary to any Loan Document or applicable Requirements of Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Borrower or any of its Affiliates that is communicated to or obtained by the person serving as the Administrative Agent, the Collateral Agent or any of their Affiliates in any capacity.

The Administrative Agent and the Collateral Agent shall not be liable for any action taken or not taken by it (x) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent or the Collateral Agent, as applicable, shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.02) or (y) in the absence of its own gross negligence or willful misconduct. The Administrative Agent and the Collateral Agent shall not be deemed to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent and the Collateral Agent by Borrower or a Lender.

The Administrative Agent and the Collateral Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or the Collateral Agent, as applicable. Without limiting the generality of the foregoing, the use of the term “agent” in this Agreement with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties.

SECTION 9.04 Reliance by the Administrative Agent and the Collateral Agent.

Each of the Administrative Agent and the Collateral Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise

authenticated by the proper person. Each of the Administrative Agent and the Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each of the Administrative Agent and Collateral Agent may consult with legal counsel (who may be counsel for Borrower), independent accountants and other experts selected by it, and shall be entitled to rely upon the advice of any such counsel, accountants or experts and shall not be liable for any action taken or not taken by it in accordance with such advice.

SECTION 9.05 Delegation of Duties.

Each of the Administrative Agent and the Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Administrative Agent, the Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and the Collateral Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent and the Collateral Agent.

SECTION 9.06 Resignation of the Administrative Agent or the Collateral Agent.

The Administrative Agent and/or the Collateral Agent may at any time give notice of its resignation to the Lenders and Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with (but not requiring the consent of) Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent or Collateral Agent, as applicable, gives notice of its resignation, then the retiring Administrative Agent or Collateral Agent, as applicable, may on behalf of the Lenders, appoint a successor Administrative Agent or Collateral Agent, as applicable, meeting the qualifications set forth above provided that if the Administrative Agent or the Collateral Agent, as applicable, shall notify Borrower and the Lenders that no qualifying person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent or Collateral Agent, as applicable, shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent or the Collateral Agent, as applicable, shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent or Collateral Agent, as applicable, as provided for above in this paragraph. Upon the acceptance of a successor's appointment as Administrative Agent or Collateral Agent, as applicable, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent or Collateral Agent, as applicable, and the retiring Administrative Agent or Collateral Agent, as applicable, shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as

provided above in this paragraph). The fees payable by Borrower to a successor Administrative Agent or Collateral Agent, as applicable, shall be the same as those payable to its predecessor unless otherwise agreed between Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's, as applicable, resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.03 shall continue in effect for the benefit of such retiring Administrative Agent or Collateral Agent, as applicable, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent or Collateral Agent, as applicable, was acting as Administrative Agent or Collateral Agent.

SECTION 9.07 Non-Reliance on Agent and Other Lenders.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender further represents and warrants that it has had the opportunity to review each document made available to it on the Platform (as defined below) in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, Collateral Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

SECTION 9.08 Withholding Tax.

To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax. Without limiting the provisions of Section 2.13(a) or (c), each Lender shall, and does hereby, indemnify the Administrative Agent, and shall make payable in respect thereof within 30 days after demand therefor, against any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the Internal Revenue Service or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 9.08. The agreements in this Section 9.08 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

SECTION 9.09 ~~No Other Duties, etc~~[Reserved].

~~Anything herein to the contrary notwithstanding, none of the [Bookmanager, Arranger, Syndication Agent or Documentation Agent] listed on the cover page hereof shall have any powers, duties~~

~~or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, Collateral Agent or a Lender hereunder.~~

SECTION 9.10 Enforcement.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent or the Collateral Agent, as applicable, or as the Required Lenders may require or otherwise direct, for the benefit of all the Lenders; *provided, however*, that the foregoing shall not prohibit (a) the Administrative Agent or the Collateral Agent, as applicable, from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent or Collateral Agent, as applicable) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with, and subject to, the terms of this Agreement, or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any bankruptcy or insolvency law.

SECTION 9.11 Actions in Concert.

Anything in this Agreement to the contrary notwithstanding, each Lender hereby agrees with each other Lender that no Lender shall take any action to protect or enforce its rights arising out of this Agreement (including exercising any rights of setoff) without first obtaining the prior written consent of the Administrative Agent or the Collateral Agent, as applicable, and the Required Lenders, it being the intent of the Lenders that any such action to protect or enforce rights under this Agreement shall be taken in concert and at the direction or with the consent of the Administrative Agent or the Collateral Agent, as applicable, or the Required Lenders and as provided in Section 7.01.

ARTICLE X

MISCELLANEOUS

SECTION 10.01 Notices.

(a) Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

- (i) if to any Loan Party, to Borrower at:

One Dot Six Corp.
10802 Parkridge Boulevard
Reston, Virginia 20191-5416
Fax: (703) 390-6113
Attention: General Counsel

- (ii) if to the Administrative Agent, to it at:

c/o U.S. Bank Corporate Trust Services
214 North Tryon Street, 26th Floor
Charlotte, North Carolina 28202
Attention: James Hanley, CDO Trust Services
Telephone: (302) 576-3714
Facsimile: (704) 335-4678
Email: Agency.Services@usbank.com

With a copy to:

Akin, Gump, Strauss, Hauer & Feld L.L.P.
One Bryant Park
New York, NY 10036-6745
Attention: Michael Stamer
Telecopy no: 212.872.1025
E-Mail Address: mstamer@akingump.com

(iii) if to the Collateral Agent, to it at:

c/o U.S. Bank Corporate Trust Services
214 North Tryon Street, 26th Floor
Charlotte, North Carolina 28202
Attention: James Hanley, CDO Trust Services
Telephone: (302) 576-3714
Facsimile: (704) 335-4678
Email: Agency.Services@usbank.com

With a copy to:

Akin, Gump, Strauss, Hauer & Feld L.L.P.
One Bryant Park
New York, NY 10036-6745
Attention: Michael Stamer
Telecopy no: 212.872.1025
E-Mail Address: mstamer@akingump.com

(iv) if to a Lender, to it at its address (or telecopier number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b). Any party hereto may change its address or telecopier number for notices and other communications hereunder by written notice to Borrower and the Administrative Agent.

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may (subject to the provisions of this Section 10.01) be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it (including pursuant to the provisions of this Section 10.01); *provided* that approval of such procedures may be limited to particular notices or communications.

Each Loan Party hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent or the Lenders pursuant to this Agreement and any other Loan Document, including all notices, requests, financial statements, financial and other reports, certificates and other information materials (the “**Communications**”), by transmitting them in an electronic medium in a format reasonably acceptable to the Administrative Agent at Agency.Services@usbank.com or at such other e-mail address(es) provided to Borrower from time to time or in such other form as the Administrative Agent shall require. In addition, each Loan Party agrees to continue to provide the Communications to the Administrative Agent in the manner specified in this Agreement or any other Loan Document or in such other form as the Administrative Agent shall require. Nothing in this Section 10.01 shall prejudice the right of the Administrative Agent, any Lender or any Loan Party to give any notice or other communication pursuant to this Agreement or any other Loan Document in any other manner specified in this Agreement or any other Loan Document or as the Administrative Agent shall require.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender’s receipt of an acknowledgement from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

To the extent consented to by the Administrative Agent in writing from time to time, the Administrative Agent agrees that receipt of the Communications (other than any such Communication that (i) relates to a request for a Loan or other extension of credit, (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit hereunder) by the Administrative Agent at its e-mail address(es) set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents.

(c) Platform. Each Loan Party further agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on Intralinks or a substantially similar secure electronic transmission system (the “**Platform**”). The Platform is provided

“as is” and “as available.” The Administrative Agent does not warrant the accuracy or completeness of the Communications, or the adequacy of the Platform and expressly disclaim liability for errors or omissions in the communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Administrative Agent in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to the Loan Parties, any Lender or any other person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party’s or the Administrative Agent’s transmission of communications through the Internet, except to the extent the liability of such person is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such person’s gross negligence or willful misconduct.

(d) Public/Private. Each Loan Party hereby authorizes the Administrative Agent to distribute (i) to Private Siders all Communications, including any Communication that Borrower identifies in writing is to be distributed to Private Siders only (“**Private Side Communications**”), and (ii) to Public Siders all Communications other than any Private Side Communication. Borrower represents and warrants that no Communication (other than Private Side Communications) contains any MNPI. Borrower agrees to designate as Private Side Communications only those Communications or portions thereof that it reasonably believes in good faith constitute MNPI, and agrees to use all commercially reasonable efforts not to designate any Communications provided under Sections 5.01(a), (b), (c) and (d) as Private Side Communications. “**Private Siders**” shall mean Lenders’ employees and representatives who have declared that they are authorized to receive MNPI. “**Public Siders**” shall mean Lenders’ employees and representatives who have not declared that they are authorized to receive MNPI; it being understood that Public Siders may be engaged in investment and other market-related activities with respect to Borrower’s or its affiliates’ securities or loans. “**MNPI**” shall mean material non-public information (within the meaning of United States federal securities laws) with respect to Borrower, its affiliates and any of their respective securities.

Each Lender acknowledges that United States federal and state securities laws prohibit any person from purchasing or selling securities on the basis of material, non-public information concerning the issuer of such securities or, subject to certain limited exceptions, from communicating such information to any other person. Each Lender confirms that it has developed procedures designed to ensure compliance with these securities laws.

Each Lender acknowledges that circumstances may arise that require it to refer to Communications that may contain MNPI. Accordingly, each Lender agrees that it will use commercially reasonable efforts to designate at least one individual to receive Private Side Communications on its behalf in compliance with its procedures and applicable law and identify such designee (including such designee’s contact information) on such Lender’s Administrative Questionnaire. Each Lender agrees to notify the Administrative Agent in writing from time to time of such Lender’s designee’s e-mail address to which notice of the availability of Private Side Communications may be sent by electronic transmission.

Each Lender that elects not to be given access to Private Side Communications does so voluntarily and, by such election, (i) acknowledges and agrees that the Administrative Agent and other Lenders may have access to Private Side Communications that such electing Lender does not have and

(ii) takes sole responsibility for the consequences of, and waives any and all claims based on or arising out of, not having access to Private Side Communications.

SECTION 10.02 Waivers; Amendment.

(a) Generally. No failure or delay by the Administrative Agent, Collateral Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, Collateral Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by this Section 10.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, Collateral Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

(b) Required Consents. Subject to Sections 10.02(c) and (d) and Section 10.18, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended, supplemented or modified except pursuant to an agreement or agreements in writing entered into by the Loan Party or Loan Parties that are party thereto and the Administrative Agent or Collateral Agent, as applicable, with the written consent of the Required Lenders; *provided* that no such agreement shall be effective if the effect thereof would:

(i) increase the Commitment of any Lender without the written consent of such Lender (it being understood that no amendment, modification, termination, waiver or consent with respect to any condition precedent, covenant or Default shall constitute an increase in the Commitment of any Lender);

(ii) reduce the principal amount or premium, if any, of any Loan (except in connection with a payment contemplated by clause (viii) below) or reduce the rate of interest thereon (other than interest pursuant to Section 2.06(b)), or reduce any fees payable hereunder, or change the form or currency of payment of any Obligation, without the written consent of each Lender directly and adversely affected thereby);

(iii) (A) change the scheduled final maturity of any Loan, or any scheduled date of payment (or permitted prepayment) of or the installment otherwise due on the principal amount of any Loan under Section 2.09, (B) postpone the date for payment of any interest, premium or fees payable hereunder or (C) reduce the amount of, waive or excuse any such payment (other than waiver of any increase in the interest rate pursuant to Section 2.06(b)), in any case, without the written consent of each Lender directly and adversely affected thereby;

(iv) permit the assignment or delegation by Borrower of any of its rights or obligations under any Loan Document, without the written consent of each Lender;

(v) release all or a material portion of the Collateral from the Liens of this Agreement or alter the relative priorities of the Obligations entitled to the Liens of this Agreement or release any material Guarantor from its Guarantee (except as expressly provided in Article VII), or limit its liability in respect of such Guarantee, without the written consent of each Lender (it being understood that additional classes of Loans consented to by the Required Lenders may be equally and ratably secured by the Collateral with the then existing Obligations);

(vi) change Section 2.12(b), (c) or (d) in a manner that would alter the *pro rata* sharing of payments or setoffs required thereby or any other provision in a manner that would alter the *pro rata* allocation among the Lenders of Loan disbursements, including the requirements of Sections 2.02(a), without the written consent of each Lender directly and adversely affected thereby; *provided* that this clause (viii) shall not apply to any change made to any of such Sections 2.12(b), (c) or (d) or any such other provision that allows Borrower or any Subsidiary to make payments (as consideration for an assignment, sale or participation or otherwise) on Loans without any Loan Party, the payor or the recipient of such payments complying with the *pro rata* sharing of payments and setoffs required by such Sections or provisions, so long as such change requires that (x) Borrower and its Subsidiaries offer to make such payments to all Lenders on a *pro rata* basis based on the aggregate principal amount of Loans then outstanding, (y) such payments are actually allocated to the Loans whose holders have elected to make them subject to such offer on a *pro rata* basis based on the aggregate principal amount of all Loans that have been made so subject to such offer and (z) all Loans that are paid in any such offer are deemed fully repaid and extinguished for all purposes and may not be reborrowed.

(vii) change any provision of this Section 10.02(b) or Section 10.02(c) or (d), without the written consent of each Lender directly affected thereby (except for additional restrictions on amendments or waivers consented to by the Required Lenders);

(viii) change the percentage set forth in the definition of "Required Lenders" or any other provision of any Loan Document (including this Section) specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, other than to increase such percentage or number or to give any additional Lender or group of Lenders such right to waive, amend or modify or make any such determination or grant any such consent;

(ix) subordinate the Obligations to any other obligation, without the written consent of each Lender;

(x) change or waive any provision of Article IX as the same applies to the Administrative Agent or the Collateral Agent, or any other provision hereof as the same applies to the rights or obligations of the Administrative Agent or the Collateral Agent, in each case without the written consent of the Administrative Agent or the Collateral Agent, as applicable; or

(xi) change Sections 2.15, 5.12 or 5.13 without the written consent of the Collateral Agent.

Neither Borrower nor any of its Subsidiaries or Affiliates will, directly or indirectly, pay or cause to be paid any consideration, to or for the benefit of any Lender for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Agreement or any other Loan Document unless

such consideration is offered to be paid to all Lenders and is paid to all Lenders that consent, waive or agree to amend in the time frame set forth in the documents relating to such consent, waiver or agreement.

Notwithstanding anything to the contrary herein, any Loan Document may be waived, amended, supplemented or modified pursuant to an agreement or agreements in writing entered into by Borrower and the Administrative Agent (without the consent of any Lender) solely to cure a defect or error or to grant a new Lien for the benefit of the Lender Parties or extend an existing Lien over additional property.

(c) Collateral. Without the consent of any Lender or any other person, the applicable Loan Party or Parties and the Administrative Agent and/or Collateral Agent may (in its or their respective sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Lender Parties, or as required by local law to give effect to, or protect any security interest for the benefit of the Lender Parties, in any property or so that the security interests therein comply with applicable Requirements of Law.

(d) Dissenting Lenders. If, in connection with any proposed change, waiver, discharge or termination of the provisions of this Agreement as contemplated by Section 10.02(b), the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then Borrower shall have the right (within five Business Days of obtaining such consent of the Required Lenders) to replace all, but not less than all, of such non-consenting Lender or Lenders (so long as all non-consenting Lenders are so replaced) with one or more persons pursuant to Section 2.14(b) so long as at the time of such replacement each such new Lender consents to the proposed change, waiver, discharge or termination.

SECTION 10.03 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Lenders, Administrative Agent, the Collateral Agent and their Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and the Collateral Agent) in connection with the syndication of the credit facilities provided for herein (including the obtaining and maintaining of CUSIP numbers for the Loans), the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendment, amendment and restatement, modification or waiver of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Collateral Agent or any Lender, in any matter related to this Agreement and the other Loan Documents, including, without limitation, in connection with (A) the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents, including its rights under this Section 10.02(b), and (B) in connection with the Loans made hereunder, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans and (iii) all documentary and similar taxes and charges in respect of the Loan Documents.

(b) Indemnification by Borrower. Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent (and any sub-agent thereof) and each Lender,

and each Related Party of any of the foregoing persons (each such person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any party hereto or any third party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document, or any amendment, amendment and restatement, modification or waiver of the provisions hereof or thereof, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release or threatened Release of Hazardous Materials on, at, under or from any property owned, leased or operated by any Company at any time, or any Environmental Claim related in any way to any Company, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) 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 Indemnitee or (y) result from a claim brought by Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder or under any other Loan Document, if Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Reimbursement by Lenders. To the extent that Borrower for any reason fails to indefeasibly pay any amount required under paragraph (a) or (b) of this Section 10.03 to be paid by it to the Administrative Agent (or any sub-agent thereof), the Collateral Agent (or any sub-agent thereof) or any of its Related Parties, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent (or any sub-agent thereof) or such Related Party, as the case may be, such Lender’s *pro rata* share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Collateral Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this paragraph (c) are subject to the provisions of Section 2.12. For purposes hereof, a Lender’s “*pro rata* share” shall be determined based upon its share of the outstanding Loans at the time.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Requirements of Law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications,

electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable not later than 3 Business Days after demand therefor.

SECTION 10.04 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of paragraph (b) of this Section 10.04, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section 10.04 or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by Borrower shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the other Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders.

(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Loan to a Lender, an Affiliate of a Lender or an Approved Fund; *provided further*, that the Administrative Agent's refusal to accept an assignment to a holder that is an Affiliate of the Borrower shall not be deemed to be unreasonable.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of any assignment made in connection with the primary syndication of the Commitment and Loans by the Arranger or an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$1,000,000 unless each of the Administrative Agent and, so long as no Default has occurred and is continuing, Borrower otherwise consent (each such consent not to be unreasonably withheld or delayed);

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate tranches on a non-*pro rata* basis; and

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500, and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section 10.04, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.11, 2.13 and 10.03 with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.04(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of Borrower, shall maintain a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, and Borrower, the Administrative Agent, the Collateral Agent and the Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Borrower and any Lender (with respect to its own interest only), at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, Borrower or the Administrative Agent sell participations to any person (other than a natural person, Borrower or any of its Affiliates or any Disqualified Company) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) Borrower, the Administrative Agent, the Collateral Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that (i) the relevant participant shall not be permitted to sell sub-participations to any natural person, Borrower or any of its Affiliates or any Disqualified Company and (ii) such Lender shall retain

the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in clause (i), (ii) or (iii) of the first proviso to Section 10.02(b) that affects such Participant. Borrower agrees that any breach by any Lender or participant or sub-participant of the restrictions on assignment hereunder (including, without limitation, to Disqualified Companies) shall not excuse, in any respect, performance by Borrower under the Loan Documents. Subject to paragraph (e) of this Section, Borrower further agrees that each Participant shall be entitled to the benefits of Sections 2.11 and 2.13 (subject to the requirements of those Sections) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; *provided* such Participant agrees to be subject to Section 2.12 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as an agent of Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "**Participant Register**"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations on Participant Rights. A Participant shall not be entitled to receive any greater payment under Sections 2.11 and 2.13 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with Borrower's prior written consent (not to be unreasonably withheld or delayed).

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. In the case of any Lender that is a fund that invests in bank loans, such Lender may, without the consent of Borrower or the Administrative Agent, collaterally assign or pledge all or any portion of its rights under this Agreement, including the Loans and Notes or any other instrument evidencing its rights as a Lender under this Agreement, to any holder of, trustee for, or any other representative of holders of, obligations owed or securities issued, by such fund, as security for such obligations or securities.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Requirement of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar laws, domestic or foreign, federal, state, provincial or otherwise, based on or analogous or similar to the *Uniform Electronic Transactions Act*.

SECTION 10.05 Survival of Agreement.

All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, Collateral Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee, premium or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.11, 2.12, 2.13 and Article X (other than Section 10.12) shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

SECTION 10.06 Counterparts; Integration; Effectiveness.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent and the Collateral Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10.07 Severability.

Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10.08 Right of Setoff.

If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized (notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion to, hearing before, or order from, the Bankruptcy Court), but subject in all cases to the provisions of the ~~DIP Orders~~ Final Order) at any time and from time to time, to the fullest extent permitted by applicable Requirements of Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the

account of Borrower or any other Loan Party against any and all of the obligations of Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify Borrower and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 10.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Submission to Jurisdiction. Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court; provided, that each party hereto acknowledges that any appeals from the Bankruptcy Court may have to be heard by a court other than the Bankruptcy Court. . Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Collateral Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Venue. Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Requirements of Law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 10.09(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to any Loan Document, in the manner provided for notices (other than telecopier) in Section 10.01. Nothing in this Agreement or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law.

SECTION 10.10 Waiver of Jury Trial.

Each Loan Party hereby waives, to the fullest extent permitted by applicable Requirements of Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement, any other Loan Document or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no

representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section.

SECTION 10.11 Headings.

Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 10.12 Treatment of Certain Information; Confidentiality.

Each of the Administrative Agent, the Collateral Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any Governmental Authority or regulatory authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Requirements of Law or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.12, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to Borrower and its obligations or (iii) any rating agency for the purpose of obtaining a credit rating applicable to any Lender, (g) with the consent of Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than Borrower. For purposes of this Section, "**Information**" means all information received from Borrower or any of its Subsidiaries relating to Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, the Collateral Agent or any Lender on a nonconfidential basis prior to disclosure by Borrower or any of its Subsidiaries; *provided* that, in the case of information received from Borrower or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such person has exercised the same degree of care to maintain the confidentiality of such Information as such person would accord to its own confidential information.

SECTION 10.13 USA PATRIOT Act Notice and Customer Verification.

Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notify Borrower that pursuant to the "know your customer" regulations and the requirements of the USA PATRIOT Act, they are required to obtain, verify and record information that identifies each Loan Party, which information includes the name, address and tax

identification number (and other identifying information in the event this information is insufficient to complete verification) that will allow such Lender or the Administrative Agent, as applicable, to verify the identity of each Loan Party. This information must be delivered to the Lenders and the Administrative Agent no later than five days prior to the Closing Date and thereafter promptly upon request. This notice is given in accordance with the requirements of the USA PATRIOT Act and is effective as to the Lenders and the Administrative Agent.

SECTION 10.14 Interest Rate Limitation.

Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable Requirements of Law (collectively, the “**Charges**”), shall exceed the maximum lawful rate (the “**Maximum Rate**”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable Requirements of Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 10.15 [Reserved].

SECTION 10.16 Obligations Absolute.

To the fullest extent permitted by applicable Requirements of Law, all obligations of the Loan Parties hereunder shall be absolute and unconditional irrespective of:

- (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Loan Party;
- (b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Loan Party;
- (c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;
- (d) any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Obligations;
- (e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any Loan Document; or
- (f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Loan Parties.

SECTION 10.17 AML Legislation.

(a) Borrower acknowledges that, pursuant to applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” laws, whether within the United States or else-where (collectively, including any guidelines or orders thereunder, “**AML Legislation**”), the Lender Parties or any future assignee of a Lender Party may be required, now or hereafter, to obtain, verify and record information regarding Borrower, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of Borrower, and the transactions contemplated hereby. Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender Party or the Administrative Agent, or any prospective or future assign or participant of a Lender Party, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Administrative Agent has ascertained the identity of Borrower or any authorized signatories of Borrower for the purposes of applicable AML Legislation, then the Administrative Agent:

(i) shall be deemed to have done so as an agent for each Lender Party (or any future assignee of a Lender Party), and this Agreement shall constitute a “written agreement” in such regard between each Lender Party (or any future assignee of a Lender Party) and the Administrative Agent within the meaning of applicable AML Legislation; and

(ii) shall provide to each Lender Party (or any future assignee of a Lender Party) copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lender Parties agrees that the Administrative Agent has no obligation to ascertain the identity of Borrower or any authorized signatories of Borrower on behalf of any Lender Party or any future assignee of a Lender Party, or to confirm the completeness or accuracy of any information it obtains from Borrower or any such authorized signatory in doing so.

SECTION 10.18 Issuance of Additional Loans.

Borrower may by written notice to the Administrative Agent elect to request the establishment of one or more new term loan commitments in an amount not in excess of \$10,000,000. Each such notice shall specify the date on which Borrower proposes that such new term loan commitments shall be effective, which shall be a date not less than five Business Days and not more than 15 Business Days after delivery of such additional Loan notice to the Administrative Agent; *provided* that only the then existing Lenders shall have the right to provide such new term loan commitments and no financial institution other than a then existing Lender shall provide any such new term loan commitments (it being understood that no Lender shall be required to provide new term loan commitments). Any Lender electing to provide a new term loan commitment under this Section 10.18 and to make loans under such commitment shall deliver (1) an incremental loan agreement to the Administrative Agent on the date it makes such loans, in form and substance to be agreed between the Borrower, such Lender and the Administrative Agent and/or (2) such additional documentation as the Administrative Agent shall require. In addition, Borrower agrees to deliver to the Administrative Agent such certificates, opinions of counsel and other documents as the Administrative Agent reasonably requests in connection with the provision of

any new term loan commitment. Proceeds of any such additional loans shall be used for purposes to be agreed between the Lender providing such new term loan commitments and the Borrower, and the availability of such new term loan commitments shall be subject to conditions to funding determined by such Lender in its sole discretion. Upon the making of any loans under such new term loan commitments, such additional loans shall constitute "Loans" for all purposes of this Agreement and any such Person providing such Loans shall thereafter constitute a "Lender" for all purposes of this Agreement. For the avoidance of doubt, the terms and provisions of the Loans made under the new term loan commitments shall be identical to the terms and provisions of the Loans made under the Commitments provided on the Closing Date, including, without limitation, with respect to maturity and yield. The Administrative Agent and Borrower may, without the consent of any Lender, enter into any amendments to this Agreement as may be necessary or desirable to give effect to this Section 10.18.

SECTION 10.19 Conflict

In the case of any inconsistency between this Agreement and the ~~DIP~~Final Order, the ~~DIP~~Final Order shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ONE DOT SIX CORP.

By: _____
Name:
Title:

LIGHTSQUARED INC.

By: _____
Name:
Title:

ONE DOT FOUR CORP.

By: _____
Name:
Title:

ONE DOT SIX TVCC CORP.

By: _____
Name:
Title:

U.S. Bank National Association,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[_____],
as Lender

By: _____
Name:
Title:

By: _____
Name:
Title: