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

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

**NOTICE OF FILING OF CLEAN AND  
BLACKLINE VERSIONS OF (A) SECOND  
AMENDED CHAPTER 11 PLAN FOR ONE DOT SIX CORP.  
PROPOSED BY U.S. BANK NATIONAL ASSOCIATION AND MAST  
CAPITAL MANAGEMENT, LLC AND (B) AMENDED PURCHASE AGREEMENT**

**PLEASE TAKE NOTICE** that U.S. Bank National Association and MAST Capital Management, LLC (on behalf of itself and its managed funds and accounts), by and through their undersigned counsel, hereby file (i) the *Second Amended Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC* (as the same may be amended from time to time, the “One Dot Six Plan”), attached as Exhibit 1 hereto, (ii) a

<sup>1</sup> 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) (“One Dot Six”), SkyTerra Rollup LLC (N/A), SkyTerra Rollup Sub LLC (N/A), SkyTerra Investors LLC (N/A), TMI Communications Delaware, Limited Partnership (4456), LightSquared GP Inc. (6190), LightSquared LP (3801), ATC Technologies, LLC (3432), LightSquared Corp. (1361), LightSquared Finance Co. (6962), LightSquared Network LLC (1750), LightSquared Inc. of Virginia (9725), LightSquared Subsidiary LLC (9821), LightSquared Bermuda Ltd. (7247), SkyTerra Holdings (Canada) Inc. (0631), SkyTerra (Canada) Inc. (0629), and One Dot Six TVCC Corp. (0040). The location of the Debtors’ corporate headquarters is 10802 Parkridge Boulevard, Reston, VA 20191.



blackline reflecting changes to the version of the One Dot Six Plan filed on January 21, 2014 [ECF No. 1240], attached as Exhibit 2 hereto, (iii) an amended *Purchase Agreement by and between One Dot Six Corp. and MAST Spectrum Acquisition Company LLC* (as the same may be amended from time to time, the “Purchase Agreement”), attached as Exhibit 3 hereto, and (iv) a blackline reflecting changes to the version of the Purchase Agreement filed on October 7, 2013 [ECF No. 914], attached as Exhibit 4 hereto.

**PLEASE TAKE FURTHER NOTICE** that on **October 20, 2014** at a time to be determined, a hearing will be held before the Honorable Shelley C. Chapman in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), at One Bowling Green, New York, New York 10004, at which the Bankruptcy Court will consider confirmation of the One Dot Six Plan (the “Confirmation Hearing”). The Confirmation Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Confirmation Hearing or by the filing of a hearing agenda.

*[Concluded on the following page.]*

**PLEASE TAKE FURTHER NOTICE THAT** copies of the One Dot Six Plan and the Purchase Agreement may be obtained from the Bankruptcy Court's website, <https://ecf.nysb.uscourts.gov/> for a nominal fee or, free of charge, from the website of the claims and noticing agent, [www.kccllc.net/LightSquared](http://www.kccllc.net/LightSquared).

Dated: August 19, 2014  
New York, New York

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**EXHIBIT 1**

**Second Amended One Dot Six Plan**

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

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

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**SECOND AMENDED CHAPTER 11 PLAN FOR ONE DOT SIX CORP. PROPOSED BY  
U.S. BANK NATIONAL ASSOCIATION AND MAST CAPITAL MANAGEMENT, LLC**

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and MAST Capital Management, LLC*

Dated New York, New York  
August 19, 2014

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<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal or foreign tax or registrations numbers, 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).

**TABLE OF CONTENTS**

|  | <u>Page</u> |
|--|-------------|
| ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS .....                        | 1           |
| A. Rules Interpretation and Computation of Time .....  | 1           |
| B. Defined Terms .....   | 1           |
| ARTICLE II. PROVISIONS FOR THE TREATMENT OF UNCLASSIFIED CLAIMS .....                                  | 14          |
| A. Unclassified Claims .....   | 14          |
| B. Administrative Claims .....   | 14          |
| C. Professional Compensation.....  | 16          |
| D. U.S. Trustee Fees .....   | 16          |
| E. DIP Claims .....  | 16          |
| F. Priority Tax Claims .....   | 16          |
| ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS.....               | 17          |
| A. Summary .....   | 17          |
| B. Classification of Claims and Equity Interests .....   | 17          |
| C. Classes of Claims and Equity Interests .....  | 17          |
| ARTICLE IV. ACCEPTANCE OR REJECTION OF THE ONE DOT SIX PLAN .....                                      | 20          |
| A. Presumed Acceptance of the One Dot Six Plan .....   | 20          |
| B. Presumed Rejection of the One Dot Six Plan .....  | 20          |
| C. Voting Classes .....  | 20          |
| D. Acceptance by Impaired Classes of Claims.....   | 21          |
| E. Nonconsensual Confirmation.....   | 21          |
| F. Elimination of Vacant Classes .....   | 21          |
| ARTICLE V. MEANS FOR IMPLEMENTATION OF THE ONE DOT SIX PLAN.....                                       | 21          |
| A. One Dot Six Plan Funding .....  | 21          |
| B. The One Dot Six Sale .....  | 22          |
| C. Distribution Account.....   | 22          |
| D. Cancellation of Existing Securities and Agreements .....  | 22          |
| E. Comprehensive Settlement of Claims and Controversies.....   | 23          |
| F. Continued Corporate Existence; Directors and Officers; Dissolution of Reorganized One Dot Six ..... | 23          |
| G. Corporate Governance .....  | 24          |
| H. Wind Down of One Dot Six and the One Dot Six Estate .....   | 24          |
| I. Power and Authority of the Plan Administrator.....  | 24          |
| J. Assumed Liabilities .....   | 25          |
| K. Release of Liens.....   | 25          |
| L. Cancellation of Certain Existing Security Interests .....   | 26          |
| M. Corporate Action.....   | 26          |
| N. Third Party Cooperation .....   | 26          |
| O. Debtor Cooperation.....   | 27          |

|   |    |
|---|----|
| ARTICLE VI. PLAN DISTRIBUTION PROVISIONS.....   | 27 |
| A. The Disbursing Agent .....   | 27 |
| B. Timing of Plan Distributions.....  | 27 |
| C. Distribution Record Date .....   | 28 |
| D. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions.....                   | 28 |
| E. Time Bar to Cash Payments.....   | 29 |
| F. No Distribution in Excess of Amount of Allowed Claim .....                                     | 29 |
| G. Setoffs and Recoupments.....   | 29 |
| H. Fractional Cents and De Minimis Distributions .....  | 30 |
| I. Manner of Payment Under the One Dot Six Plan.....  | 30 |
| J. Requirement to Give a Bond or Surety.....  | 30 |
| K. Withholding and Reporting Requirements .....   | 30 |
| L. Cooperation with Disbursing Agent.....   | 31 |
| ARTICLE VII. PROCEDURES FOR RESOLVING DISPUTED CLAIMS .....                                       | 31 |
| A. Objections to Claims.....  | 31 |
| B. Amendment to Claims .....  | 31 |
| C. Settlement of Claims and Causes of Action.....   | 32 |
| D. Estimation of Claims.....  | 32 |
| E. Disputed Claims Reserve.....   | 32 |
| F. No Recourse.....   | 33 |
| ARTICLE VIII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED<br>LEASES .....                      | 34 |
| A. General Treatment.....   | 34 |
| B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.....                      | 35 |
| C. Compensation and Benefit Programs.....   | 35 |
| D. Post-Petition Contracts and Leases .....   | 35 |
| ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND<br>CONSUMMATION OF THE ONE DOT SIX PLAN..... | 36 |
| A. Conditions Precedent to Occurrence of Effective Date .....                                     | 36 |
| B. Waiver of Conditions .....   | 37 |
| C. Effect of Non-Occurrence of the Effective Date .....   | 37 |
| ARTICLE X. RELEASE, INJUNCTION AND RELATED PROVISIONS .....                                       | 37 |
| A. Releases.....  | 37 |
| B. Exculpation and Limitation of Liability .....  | 38 |
| C. Injunction .....   | 39 |
| ARTICLE XI. BINDING NATURE OF THE ONE DOT SIX PLAN.....   | 40 |
| ARTICLE XII. RETENTION OF JURISDICTION.....   | 40 |
| ARTICLE XIII. MISCELLANEOUS PROVISIONS .....  | 42 |
| A. Substantial Consummation .....   | 42 |
| B. Satisfaction of Claims .....   | 42 |
| C. Special Provisions Regarding Insured Claims .....  | 43 |
| D. Third Party Agreements; Subordination .....  | 43 |

|     |   |    |
|-----|---|----|
| E.  | Status Reports .....  | 43 |
| F.  | Notices .....   | 44 |
| G.  | Headings .....  | 45 |
| H.  | Governing Law .....   | 45 |
| I.  | Bankruptcy Code Section 1125(e) .....                                 | 45 |
| J.  | Bankruptcy Code Section 1145.....                                     | 45 |
| K.  | Inconsistency.....  | 45 |
| L.  | Avoidance and Recovery Actions .....                                  | 45 |
| M.  | Expedited Determination .....   | 46 |
| N.  | Exemption from Transfer Taxes.....                                    | 46 |
| O.  | Notice of Entry of Confirmation Order and Relevant Dates .....        | 46 |
| P.  | Termination of Professionals .....                                    | 46 |
| Q.  | Interest and Attorneys Fees .....                                     | 46 |
| R.  | Amendments .....  | 47 |
| S.  | Revocation or Withdrawal of the One Dot Six Plan .....                | 47 |
| T.  | No Successor Liability .....  | 47 |
| U.  | Allocation of Plan Distributions Between Principal and Interest ..... | 48 |
| V.  | Compliance with Tax Requirements .....                                | 48 |
| W.  | Rates.....  | 48 |
| X.  | Binding Effect .....  | 48 |
| Y.  | Successors and Assigns .....  | 48 |
| Z.  | Time .....  | 49 |
| AA. | Severability .....  | 49 |
| BB. | Reservation of Rights.....  | 49 |



## **INTRODUCTION**

U.S. Bank National Association and MAST Capital Management, LLC hereby propose the following plan pursuant to chapter 11 of the Bankruptcy Code for the resolution of claims against, and equity interests in, One Dot Six Corp., one of the Debtors in the above-captioned cases. This plan does not comprise a plan for, nor is it proposed with respect to, any other Debtor whose chapter 11 case is being jointly administered with the chapter 11 case of One Dot Six Corp.<sup>2</sup>

## **ARTICLE I.**

### **RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

#### *A. Rules Interpretation and Computation of Time*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the One Dot Six Plan in its entirety rather than to a particular portion of the One Dot Six Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Bankruptcy Code section 102 shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (i) the terms of the One Dot Six Plan are not intended to alter the terms of the Purchase Agreement in any way and, in the event of any inconsistency between the terms of the One Dot Six Plan and the Purchase Agreement, the terms of the Purchase Agreement shall control.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

#### *B. Defined Terms*

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

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<sup>2</sup> See Order Directing the Joint Administration of the Debtors’ Chapter 11 Cases [Docket No. 33].

1. “*Acquired Assets*” means the Assets of One Dot Six to be sold pursuant to the terms and conditions of the Purchase Agreement and the Sale Order. For the avoidance of doubt, “Acquired Assets” shall include any and all claims held by One Dot Six against any other Debtor, including any and all claims for contribution, reimbursement and/or subrogation.

2. “*Administrative Claim*” means any right to payment constituting a cost or expense of administration of the Chapter 11 Case of One Dot Six under Bankruptcy Code sections 503(b), 507(a)(2) or 1114(e)(2), including, without limitation, (i) any actual and necessary expenses of preserving the One Dot Six Estate, (ii) any actual and necessary expenses of operating the businesses of One Dot Six, (iii) any indebtedness or obligations incurred or assumed by One Dot Six in connection with the conduct of its business from and after the Petition Date, (iv) One Dot Six Fee Claims, (v) any fees and charges assessed against the One Dot Six Estate under section 1930 of chapter 123 of title 28 of the United States Code, (vi) the Plan Proponent Fee Claims, and (vii) the Inc. Expense Reimbursement.

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

4. “*Allowed*” means, with respect to a Claim or Equity Interest, or any portion thereof, in any Class or category specified, a Claim or Equity Interest (i) that is evidenced by a Proof of Claim or Equity Interest to which no objection or request for estimation has been filed on or before any objection deadline set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court, (ii) that is listed on the Schedules but is not listed as disputed, contingent or unliquidated, that is not otherwise subject to an objection and as for which no contrary or superseding Proof of Claim or Equity Interest has been filed, (iii) as to which any objection has been settled, waived, withdrawn or overruled by a Final Order or (iv) that is expressly allowed (a) by a Final Order, (b) solely with respect to those Claims that are not pre-petition Claims and are not required under applicable bankruptcy law to be allowed pursuant to an order of the Bankruptcy Court, by an agreement between the holder of such Claim and One Dot Six pursuant to an agreement which was approved or otherwise permitted by a Final Order of the Bankruptcy Court or is an ordinary course agreement that, unless *de minimis* in nature, has been provided to and has not been objected to in writing by the Plan Proponents or (c) pursuant to the terms of the One Dot Six Plan regardless of whether an objection is pending or subsequently brought against such Claim or Equity Interest. For the avoidance of doubt, to the extent a Claim is not Allowed, such Claim is still subject to objection based upon potentially applicable rights of avoidance, setoff, subordination and any other defense.

5. “*Applicable Law*” means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

6. “*Assets*” means all of One Dot Six’s assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

7. “*Assumed Liabilities*” means the liabilities of One Dot Six assumed by the Purchaser pursuant to the Purchase Agreement, the Sale Order and the Confirmation Order.

8. “*Avoidance Actions*” means all Causes of Action of the One Dot Six Estate that arise under Bankruptcy Code sections 544, 545, 547, 548, 549, 550, 551 and/or 553.

9. “*Ballot*” means the ballot upon which holders of impaired Claims against, or Equity Interests in, One Dot Six entitled to vote indicated their acceptance or rejection of the One Dot Six Plan in accordance with the One Dot Six Plan and the procedures governing the solicitation process, and which must have been actually received on or before the Voting Deadline.

10. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

11. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of New York, or such other court having jurisdiction over the Chapter 11 Case of One Dot Six.

12. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Case of One Dot Six, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

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

14. “*Business*” means the Seller’s possession of certain rights to control, use and operate, on a nationwide basis, a wireless network providing service using 5 MHz of Spectrum in the 1670-1675 MHz band.

15. “*Business Day*” means any day, other than a Saturday, Sunday or “*legal holiday*” (as defined by Bankruptcy Rule 9006(a)).

16. “*Cash*” means cash and cash equivalents, in legal tender of the United States of America.

17. “*Causes of Action*” means all claims, rights, actions, causes of action (including Avoidance Actions), liabilities, obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or judgments, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, asserted or unasserted, arising in law, equity or otherwise, including intercompany claims.

18. “*Chapter 11 Cases*” means the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. “*Claim*” means any claim as defined in Bankruptcy Code section 101(5) against One Dot Six.

20. “*Claims Agent*” means Kurtzman Carson Consultants LLC, or any other Person approved by the Bankruptcy Court to act as the Debtors’ claims and noticing agent pursuant to 28 U.S.C. § 156(c).

21. “*Class*” means each category of Claims or Equity Interests established under Article III.A of the One Dot Six Plan pursuant to Bankruptcy Code sections 1122 and 1123(a).

22. “*Closing*” means the consummation of all transactions required to close the One Dot Six Sale, after satisfaction of all applicable conditions to Closing, as set forth in the Purchase Agreement.

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

24. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

25. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court, as it may be continued from time to time, to consider confirmation of the One Dot Six Plan.

26. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the One Dot Six Plan pursuant to Bankruptcy Code section 1129, which order may also authorize and direct One Dot Six to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date) pursuant to Bankruptcy Code sections 105(a), 365, 1123(b)(4), 1129, 1142(b) and 1146(b), in form and substance acceptable to the Purchaser and the Plan Proponents.

27. “*Cure Costs*” means the amount, if any, that One Dot Six contends is the amount needed to cure any defaults and pecuniary losses with respect to executory contracts and unexpired leases anticipated to be Designated Contracts.

28. “*Cure Dispute*” means a dispute regarding (i) any Cure Cost; (ii) the ability of One Dot Six or the Purchaser to demonstrate adequate assurance of future performance (within the meaning of Bankruptcy Code section 365) under any contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption.

29. “*Debtors*” means LightSquared Inc., LightSquared Investors Holdings Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, SkyTerra Investors LLC, TMI Communications Delaware, Limited Partnership, LightSquared GP Inc., LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Finance Co., LightSquared Network LLC, LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc. and One Dot Six TVCC Corp.

30. “*Designated Contract*” has the meaning set forth in the Purchase Agreement.

31. “*Designated Representative*” means Eugene I. Davis and any successor thereto designated from time to time by the Plan Administrator to hold office and serve as the sole officer and director of reorganized One Dot Six.

32. “*DIP Agent*” means U.S. Bank National Association, in its capacity as administrative agent on behalf of the DIP Lenders under the DIP Credit Agreement.

33. “*DIP Claims*” means the Claims of the DIP Agent and the DIP Lenders arising under the DIP Credit Agreement, including, without limitation, all principal, interest, default interest and exit fees provided for thereunder.

34. “*DIP Credit Agreement*” means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), between One Dot Six Corp., as borrower, LightSquared, Inc., One Dot Four Corp. and One Dot Six TVCC Corp., as guarantors, the DIP Lenders, the DIP Agent and the other parties thereto.

35. “*DIP Lenders*” means the lenders and financial institutions from time to time party to the DIP Credit Agreement and defined as Lenders thereunder.

36. “*DIP Order*” means the Final Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, (a) Authorizing Inc. Obligors to Obtain Postpetition Financing, (b) Granting Liens and Providing Superpriority Administrative Expense Status, (c) Granting Adequate Protection, and (d) Modifying Automatic Stay [Docket No. 224], as amended.

37. “*Disallowed Claim*” means a Claim, or such portion of a Claim, that has been disallowed by a Final Order.

38. “*Disbursing Agent*” means, for purposes of making distributions under the One Dot Six Plan, One Dot Six, the Plan Administrator or a designee thereof.

39. “*Disputed Claim*” means, as of any relevant date, (i) any Claim, or any portion thereof (a) that is not an Allowed Claim or Disallowed Claim as of the relevant date, or (b) for which a Proof of Claim has been timely filed with the Bankruptcy Court or a written request for payment has been made, to the extent that One Dot Six, the Disbursing Agent or any party in interest has interposed a timely objection or request for estimation, which objection or request for estimation has not been withdrawn or determined by a Final Order as of the relevant date, and (ii) any Intercompany Claim.

40. “*Disputed Claims Reserve*” means a reserve that may be established and maintained by the Disbursing Agent for the purpose of effectuating distributions to holders of Disputed Claims pending allowance or disallowance of such Claims in accordance with the One Dot Six Plan.

41. “*Distribution Account*” means an account maintained by the Disbursing Agent into which the Plan Consideration will be delivered and then distributed by the Disbursing Agent in accordance with the One Dot Six Plan.

42. “*Distribution Record Date*” means, with respect to all Classes, the third (3rd) Business Day after the date the Confirmation Order is entered by the Bankruptcy Court or such other date as shall be established by the Bankruptcy Court in (a) the Confirmation Order, or (b) upon request of One Dot Six or the Plan Proponents, a separate order of the Bankruptcy Court.

43. “*Effective Date*” means the first Business Day following the Confirmation Date selected by the Plan Proponents on which (a) all conditions specified in Article IX.A hereof have been either satisfied or waived pursuant to Article IX.B hereof and (b) no stay of the Confirmation Order is in effect.

44. “*Equity Interest*” means the interest (whether legal, equitable, contractual or other rights) of any holders of any class of equity securities of One Dot Six represented by shares of common or preferred stock or other instruments evidencing an ownership interest in One Dot Six, whether or not certificated, transferable, voting or denominated stock or a similar security, and any Claim or Cause of Action related to or arising from the foregoing, or any option, warrant or right, contractual or otherwise, to acquire any such interest in One Dot Six, including, without limitation, interests evidenced by membership or partnership interests, or other rights to purchase or otherwise receive any ownership interest and any right to payment or compensation based upon any such interest, whether or not such interest is owned by the holder of such right to payment or compensation.

45. “*Estimation Order*” means an order or orders of the Bankruptcy Court estimating for voting and/or distribution purposes (under Bankruptcy Code section 502(c)) the Allowed amount of any Claim, which order or orders may include the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

46. “*Existing Board*” means the board of directors, board of managers or similar governing entity of One Dot Six immediately prior to the Effective Date.

47. “*Expense Reimbursement Order*” means the Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and MAST Spectrum Acquisition Company LLC and Related Entities [Docket No. 880].

48. “*FCC*” means the Federal Communications Commission or any successor agency thereto.

49. “*FCC Application*” means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval of the Transfer of control of the Spectrum Lease Arrangement (including the Sublease) from Seller to Purchaser and/or a new spectrum lease arrangement to effectuate the assignment of the Spectrum Lease Agreement (including the Sublease) from Seller to Purchaser.

50. “*FCC Consent*” means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) consenting or confirming the consent, to the FCC Application.



51. “*FCC Final Order*” means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

52. “*FCC License*” means the license issued to OP LLC for the Spectrum.

53. “*Final Order*” means (a) an order or judgment of the Bankruptcy Court or any other court or adjudicative body as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or (b) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been taken or sought, such order of the Bankruptcy Court or any other court or adjudicative body shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; *provided*, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Bankruptcy Code section 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

54. “*General Disclosure Statement*” means the First Amended General Disclosure Statement filed by the Debtors [Docket No. 918].

55. “*Governmental Entity*” means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

56. “*Inc. Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including success fees) for legal, financial, advisory, accounting and other services and reimbursement of expenses, asserted against the Inc. Debtors, that are awardable and allowable under Bankruptcy Code section 328, 330(a) or 331 or otherwise rendered prior to the Confirmation Date by any Professional Persons in the Inc. Debtors’ Chapter 11 Cases that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional Person’s fees or expenses, or any professional fees payable pursuant to section 16(a) of the DIP Order, then those reduced or denied amounts shall no longer constitute Inc. Accrued Professional Compensation.

57. “*Inc. Debtors*” means LightSquared, Inc., One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

58. “*Inc. Expense Reimbursement*” shall have the meaning given to such term in the Expense Reimbursement Order.

59. “*Inc. Facility*” means the \$278,750,000 term loan facility under the Inc. Facility Credit Agreement.

60. “*Inc. Facility Affiliate Indebtedness*” means any and all existing, arising or acquired, directly or indirectly (including by participation), indebtedness, claims, debts, liabilities and obligations (including all principal, interest, premium, make-whole amounts, reimbursement obligations, fees, indemnities or expenses payable under the Inc. Facility Credit Agreement and any other instrument or agreement executed and delivered in connection therewith of Lightsquared Inc. and the Inc. Facility Subsidiary Guarantors respectively owing to the Inc. Facility Affiliate Lenders under or pursuant to such agreements, whether direct or indirect, whether contingent or of any other nature, character, or description (which shall include all interest accrued or accruing after commencement of the Chapter 11 Cases in accordance with the rate specified in the Inc. Facility Credit Agreement or other applicable agreement executed in connection therewith, whether or not the claim for such interest is allowed as a claim in the Chapter 11 Cases), and any refinancings, renewals, refunding or extensions of such amounts.

61. “*Inc. Facility Affiliate Lenders*” means (i) Blue Line DZM Corp., (ii) Harbinger Capital Partners SP, Inc. and (iii) any holder of Inc. Facility Affiliate Indebtedness.

62. “*Inc. Facility Agent*” means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch on behalf of the Inc. Facility Lenders under the Inc. Facility Credit Agreement.

63. “*Inc. Facility Credit Agreement*” means that certain Credit Agreement, dated as of July 1, 2011, by and among LightSquared, Inc., as borrower, the Inc. Facility Subsidiary Guarantors, the Inc. Facility Lenders and the Inc. Facility Agent (as may be amended, supplemented, amended and restated or otherwise modified from time to time).

64. “*Inc. Facility Lender Subordination Agreement*” means that certain Lender Subordination Agreement, dated as of March 29, 2012, between and among certain Affiliate Lenders and Non-Affiliate Lenders (each as defined in the Inc. Facility Lender Subordination Agreement), by which the Affiliate Lenders agreed to subordinate their Claims to the Claims of the Non-Affiliate Lenders.

65. “*Inc. Facility Lenders*” means the lenders and financial institutions from time to time party to the Inc. Facility Credit Agreement and defined as Lenders thereunder.

66. “*Inc. Facility Non-Affiliate Lenders*” means the Inc. Facility Lenders other than the Inc. Facility Affiliate Lenders.

67. “*Inc. Facility – One Dot Six Claims*” means the Inc. Facility – One Dot Six Guaranty Claims and the Inc. Facility – One Dot Six Subordinated Guaranty Claims.



68. “*Inc. Facility – One Dot Six Guaranty Claims*” means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement, but excluding any Inc. Facility – One Dot Six Subordinated Guaranty Claims.

69. “*Inc. Facility – One Dot Six Subordinated Guaranty Claims*” means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement that were subordinated to the Inc. Facility – One Dot Six Guaranty Claims pursuant to the Inc. Facility Lender Subordination Agreement.

70. “*Inc. Facility Prepayment Premium*” means the prepayment premium due and owing pursuant to section 2.10(g) of the Inc. Facility Credit Agreement.

71. “*Inc. Facility Subsidiary Guarantors*” means One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

72. “*Inc. Fee Claim*” means a Claim against the Inc. Debtors under Bankruptcy Code section 328, 330(a), 331, 363 or 503 for Inc. Accrued Professional Compensation.

73. “*Insured Claim*” means any Claim for which One Dot Six or the holder of a Claim is entitled to indemnification, reimbursement, contribution or other payment under a policy of insurance wherein One Dot Six is an insured or beneficiary of the coverage.

74. “*Intercompany Claim*” means any Claim held by a Debtor against One Dot Six.

75. “*Lien*” means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

76. “*Material Adverse Effect*” means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or financial condition of the Business, or (ii) a material adverse effect on the ability of Seller to consummate the transactions contemplated by the Purchase Agreement and the agreements ancillary thereto; provided that changes, effects, events or conditions, to the extent arising or resulting from the following, shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect under the foregoing clause (i): (A) changes in general economic conditions or securities or financial markets that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (B) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (C) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism, in each case that does not have a disproportionate effect on

the Business (relative to the effect on other Persons operating in the same industry as Seller); (D) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); and (E) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

77. “*Notice of Effective Date*” means the notice of the occurrence of the Effective Date to be filed with the Bankruptcy Court and mailed, as necessary, to the holders of Claims against, and Equity Interests in, One Dot Six.

78. “*One Dot Six*” means One Dot Six Corp.

79. “*One Dot Six Estate*” means the estate created for One Dot Six in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

80. “*One Dot Six Fee Claim*” means the portion of the Inc. Fee Claims allocable to One Dot Six.

81. “*One Dot Six General Unsecured Claim*” means any Unsecured Claim against One Dot Six Corp., other than an Administrative Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a One Dot Six Fee Claim, U.S. Trustee Fees, an Other Secured Claim, an Inc. Facility – One Dot Six Guaranty Claim, or an Inc. Facility – One Dot Six Subordinated Guaranty Claim but including, for the avoidance of doubt, any Intercompany Claim.

82. “*One Dot Six Plan*” means this chapter 11 plan, including all exhibits, supplements, appendices, and schedules hereto, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time (but solely in accordance with the terms hereof), in form and substance acceptable to the Purchaser and the Plan Proponents.

83. “*One Dot Six Sale*” means the sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1145 and 1146(a) under the terms and conditions of the Purchase Agreement, free and clear of any Claims, Liens, interests, or encumbrances.

84. “*One Dot Six Sale Proceeds*” means all Cash proceeds, if any, and other consideration aside from Assumed Liabilities deliverable to the One Dot Six Estate from the One Dot Six Sale in accordance with the Purchase Agreement to be distributed to the holders of Allowed Claims in accordance with the terms of the One Dot Six Plan.

85. “*One Dot Six Specific Disclosure Statement*” means the Specific Disclosure Statement for the Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC [Docket No. 914].

86. “*Other Secured Claim*” means any Secured Claim against One Dot Six other than (a) a DIP Claim, (b) an Inc. Facility – One Dot Six Guaranty Claim or (c) an Inc. Facility – One Dot Six Subordinated Guaranty Claim.

87. “*Person*” means a person as defined in Bankruptcy Code section 101(41).

88. “*Petition Date*” means May 14, 2012, the date on which the Debtors commenced the Chapter 11 Cases.

89. “*Plan Administrator*” means Pirinate Consulting Group LLC and any successor thereto.

90. “*Plan Consideration*” means the (a) One Dot Six Sale Proceeds less the amount of Cash necessary to fund the Wind Down Reserve and (b) the Retained Assets (or the proceeds thereof).

91. “*Plan Distribution*” means a payment or distribution to holders of Allowed Claims against One Dot Six under the One Dot Six Plan.

92. “*Plan Distribution Date*” means, with respect to any Claim (a) the Effective Date or a date that is as soon as reasonably practicable and permissible after the Effective Date, if such Claim is then an Allowed Claim, or (b) if not Allowed on the Effective Date, a date that is as soon as reasonably practicable and permissible after the date such Claim becomes Allowed.

93. “*Plan Documents*” means the documents, other than the Plan and Purchase Agreement, to be executed, delivered, assumed, and/or performed in connection with the consummation of the One Dot Six Plan, including, without limitation, the Schedule of Assumed Executory Contracts and Unexpired Leases, each of which shall be in form and substance acceptable to the Plan Proponents and the Purchaser and filed with the Bankruptcy Court as specified in the One Dot Six Plan.

94. “*Plan Proponent Fee Claims*” means all Claims for the reasonable out-of-pocket expenses incurred by the Plan Proponents.

95. “*Plan Proponents*” means MAST Capital Management, LLC and U.S. Bank National Association.

96. “*Priority Non-Tax Claim*” means any Claim other than an Administrative Claim, a One Dot Six Fee Claim or a Priority Tax Claim, entitled to priority in right of payment under Bankruptcy Code section 507(a).

97. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in Bankruptcy Code section 507(a)(8).

98. “*Professional Person*” means all Persons retained by order of the Bankruptcy Court in connection with the Chapter 11 Cases, pursuant to Bankruptcy Code sections 327, 328, 330 or 1103, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

99. “*Proof of Claim*” means a proof of Claim that must be filed against One Dot Six by the deadline, if any, designated by the Bankruptcy Court as the deadline for filing proofs of Claim against One Dot Six.

100. “*Pro Rata*” means the proportion that an Allowed Claim against, or Equity Interest in, One Dot Six in a particular Class bears to the aggregate amount of Allowed Claims or Equity Interests in that Class, or the proportion that Allowed Claims or Equity Interests in a particular Class bear to the aggregate amount of Allowed Claims or Equity Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Equity Interests under the One Dot Six Plan.

101. “*Purchase Agreement*” means that certain Purchase Agreement by and between One Dot Six Corp. and MAST Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees, pursuant to which, among other things, the Purchaser will acquire the Acquired Assets.

102. “*Purchaser*” means MAST Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees.

103. “*Released Parties*” means (a) One Dot Six, (b) the Plan Proponents, (c) the Purchaser, (d) each Inc. Facility Non-Affiliate Lender, (e) the Inc. Facility Agent, (f) each DIP Lender, (g) the DIP Agent, (h) the Plan Administrator, (i) the Designated Representative and (j) the present and former directors, officers, managers, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, bankruptcy and restructuring advisors and financial advisors of each of the foregoing, in each case solely in their capacity as such; *provided, however*, that neither the Purchaser nor One Dot Six shall be deemed to be a Released Party as against one another with respect to each such party’s right to enforce the Purchase Agreement against the other party.

104. “*Retained Assets*” means the Assets of One Dot Six that are excluded from the One Dot Six Sale pursuant to the terms and conditions of the Purchase Agreement.

105. “*Sale Order*” means an order of the Bankruptcy Court approving the Purchase Agreement and all transactions required to close the One Dot Six Sale under Bankruptcy Code sections 105, 363, 365 and/or 1129, which order may, for the avoidance of doubt, be the Confirmation Order, and may direct One Dot Six to execute the Purchase Agreement and perform thereunder.

106. “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means a schedule of the contracts and leases to be assumed by One Dot Six pursuant to Article VIII.A.1 of the One Dot Six Plan and assigned to the Purchaser, the initial version of which was filed with the Bankruptcy Court by One Dot Six on November 22, 2013 [Docket No. 1038], as the same may be amended or modified from time to time.

107. “*Schedules*” mean, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs filed by One Dot Six pursuant to Bankruptcy Code section 521 and in substantial accordance with the Official Bankruptcy Forms as the same may have been amended, modified or supplemented from time to time.

108. “*Secured Claim*” means a Claim, either as set forth in the One Dot Six Plan, as agreed to by the holder of such Claim and One Dot Six, or the Plan Administrator, as applicable,

the Plan Proponents or as determined by a Final Order in accordance with Bankruptcy Code sections 506(a) and 1111(b): (a) that is secured by a valid, perfected and enforceable Lien on Collateral, to the extent of the value of the Claim holder's interest in such Collateral as of the Confirmation Date; or (b) to the extent that the holder thereof has a valid right of setoff pursuant to Bankruptcy Code section 553.

109. “*Seller*” means One Dot Six Corp., a Delaware corporation.

110. “*Solicitation Procedures Orders*” means the (i) Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief [Docket No. 936] and (ii) Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting on Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief [Docket No. \_\_\_\_].

111. “*Special Committee*” means the special committee of the board of directors of LightSquared Inc. and LightSquared GP Inc.

112. “*Specified Regulatory Approvals*” has the meaning given to such term in the Purchase Agreement.

113. “*Spectrum*” means those certain nationwide spectrum rights for 5 MHz in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

114. “*Spectrum Lease Agreement*” means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, and (iii) the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

115. “*Spectrum Lease Arrangement*” means the long term de facto transfer lease of the Spectrum from OP LLC to One Dot Six assigned Lease ID L000007295 by the FCC.

116. “*Sublease*” means the Long-Term De Facto Transfer Sublease Agreement dated August 13, 2008 by and between OP LLC and One Dot Six (as assignee of TVCC One Six Holdings LLC).

117. “*Substantial Service Deadline*” means October 1, 2015, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

118. “*Transfer*” means sell, convey, assign, transfer and deliver.

119. “*Unclassified Claims*” means Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees and Priority Tax Claims against One Dot Six.

120. “*U.S. Trustee*” means the Office of the U.S. Trustee for Region 2, Southern District of New York.

121. “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717, each as determined by the Bankruptcy Court at the Confirmation Hearing.

122. “*Voting Deadline*” means December 30, 2013 at 4:00 p.m. (prevailing Pacific Time).

123. “*Wind Down*” means the wind down of One Dot Six in accordance with the One Dot Six Plan, as more fully set forth in Article VI.I herein.

124. “*Wind Down Reserve*” has the meaning set forth in Article V.A of the One Dot Six Plan.

## ARTICLE II.

### PROVISIONS FOR THE TREATMENT OF UNCLASSIFIED CLAIMS

#### A. *Unclassified Claims*

As provided by Bankruptcy Code section 1123(a)(1), Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees, DIP Claims and Priority Tax Claims against One Dot Six shall not be classified under the One Dot Six Plan, and shall instead be treated separately as Unclassified Claims on the terms set forth in this Article II. Holders of such Claims are not entitled to vote on the One Dot Six Plan.

#### B. *Administrative Claims*

##### 1. Time for Filing Administrative Claims

Each holder of an Administrative Claim, other than (i) a One Dot Six Fee Claim, (ii) a liability incurred and payable in the ordinary course of business by One Dot Six (and not past due), (iii) an Administrative Claim that has become an Allowed Claim on or before the Effective Date, or (iv) any claim by the Purchaser for payment of the Inc. Expense Reimbursement must file with the Bankruptcy Court and serve on (a) One Dot Six, (b) the Office of the U.S. Trustee, and (c) the Plan Proponents notice of such Administrative Claim within thirty (30) days after service of the Notice of Effective Date. Such notice of Administrative Claim must include, at a minimum, (i) the name of the holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) a detailed description of the basis for the Administrative Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**



2. Allowance of Administrative Claims

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Article II.B.1 of the One Dot Six Plan shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days after the later of (i) the date of service of the applicable notice of Administrative Claim, or (ii) such later date as may be (a) agreed to by the holder of such Administrative Claim or (b) approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such thirty (30) day period (or any extension thereof) and is not otherwise resolved, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. For the avoidance of doubt, any claim by the Purchaser for the Inc. Expense Reimbursement shall be deemed an Allowed Administrative Claim in accordance with the Expense Reimbursement Order and the DIP Order, and the Purchaser shall not be required to file any notice of Administrative Claim in accordance with Article II.B.1 of the One Dot Six Plan or any other Proof of Claim or administrative expense in respect of any Claim for the Inc. Expense Reimbursement.

3. Payment of Allowed Administrative Claims

On the Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive, (i) the amount of such holder's Allowed Administrative Claim in one payment of Plan Consideration in the form of Cash (to the extent not previously paid by One Dot Six) or (ii) such other treatment as may be agreed upon in writing by One Dot Six (or, if after the Effective Date, the Disbursing Agent), the Purchaser, and such holder; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; *provided, further*, that an Administrative Claim representing a liability incurred in the ordinary course of business of One Dot Six may be paid by One Dot Six (or, if after the Effective Date, the Disbursing Agent) in the ordinary course of business; *provided, further*, that the Inc. Expense Reimbursement shall be paid in accordance with the terms of the Expense Reimbursement Order and the DIP Order; and *provided, further*, that any Allowed Administrative Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan (and, to the extent that amounts deposited in the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan are insufficient to pay such Allowed Administrative Claim, One Dot Six may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim).

4. Plan Proponent Fee Claims

Plan Proponent Fee Claims shall be paid in full in Plan Consideration in the form of Cash on the Effective Date for all reasonable fees and expenses incurred up to the Effective Date (to the extent not previously paid), subject to the prior receipt by One Dot Six of invoices and reasonable documentation in connection therewith and without the requirement to file a fee application with the Bankruptcy Court. In the event that One Dot Six disputes any portion of the Plan Proponent Fee Claims, One Dot Six shall pay the undisputed amount of such Plan Proponent Fee Claims, and segregate the remaining portion of such Plan Proponent Fee Claims until such dispute is resolved by the parties or by the Bankruptcy Court.

*C. Professional Compensation*

Each Professional Person asserting a One Dot Six Fee Claim for services rendered before the Effective Date must file with the Bankruptcy Court and serve on all parties required to receive notice, an application for final allowance of such One Dot Six Fee Claim no later than forty (40) days after the Effective Date.

Each holder of a One Dot Six Fee Claim that has been Allowed by Final Order shall receive, in full satisfaction of such Allowed One Dot Six Fee Claim, (i) on the date such One Dot Six Fee Claim becomes an Allowed One Dot Six Fee Claim, or as soon thereafter as is practicable, Plan Consideration in the form of Cash or (ii) such other treatment as may be agreed to by the holder of an Allowed One Dot Six Fee Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent), and the Purchaser; *provided* that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such Allowed One Dot Six Fee Claim.

*D. U.S. Trustee Fees*

The Disbursing Agent, on behalf of One Dot Six, shall pay all outstanding U.S. Trustee Fees of One Dot Six on an ongoing basis on the later of: (i) the Effective Date; and (ii) the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. Any deadline for filing Administrative Claims shall not apply to U.S. Trustee Fees.

*E. DIP Claims*

All DIP Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$110.6 million as of October 31, 2014, which Allowed amount includes all outstanding principal, interest, default interest and fees, plus all accrued expenses. In full satisfaction of such DIP Claims, the Purchaser shall contribute all DIP Claims to the purchase price paid for the Acquired Assets pursuant to the Purchase Agreement.

*F. Priority Tax Claims*

Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of such Allowed Priority Tax Claim: (a) Plan Consideration in the form of Cash in the amount of such Allowed Priority Tax Claim (to the extent not previously paid by One Dot Six) on the later of (i) the applicable Plan Distribution Date and (ii) as soon as practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim or (b) such other treatment as may be agreed to by such holder of an Allowed Priority Tax Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Priority Tax Claim.



**ARTICLE III.**

**CLASSIFICATION AND TREATMENT  
OF CLASSIFIED CLAIMS AND EQUITY INTERESTS**

*A. Summary*

The following table designates the Classes of Claims and Equity Interests, and specifies which Classes are: (i) impaired or unimpaired by the One Dot Six Plan; (ii) entitled to vote to accept or reject the One Dot Six Plan in accordance with Bankruptcy Code section 1126; (iii) deemed to accept the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f); and (iv) deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g).

| <u>Class</u> | <u>Claim</u>   | <u>Status</u> | <u>Voting Rights</u> |
|--------------|--|---------------|----------------------|
| Class 1      | Priority Non-Tax Claims                                  | Unimpaired    | Deemed to Accept     |
| Class 2      | Other Secured Claims                                     | Unimpaired    | Deemed to Accept     |
| Class 3      | Inc. Facility – One Dot Six Guaranty Claims              | Impaired      | Entitled to Vote     |
| Class 4      | Inc. Facility – One Dot Six Subordinated Guaranty Claims | Impaired      | Deemed to Reject     |
| Class 5      | One Dot Six General Unsecured Claims                     | Impaired      | Deemed to Reject     |
| Class 6      | Equity Interests   | Impaired      | Deemed to Reject     |

*B. Classification of Claims and Equity Interests*

Pursuant to Bankruptcy Code section 1122, the One Dot Six Plan classifies all Claims against, and Equity Interests in, One Dot Six. A Claim or Equity Interest is placed in a particular Class for purposes of voting on the One Dot Six Plan, to the extent applicable, and receiving distributions pursuant to the One Dot Six Plan, to the extent applicable, only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, Priority Tax Claims and U.S. Trustee Fees have not been classified.

*C. Classes of Claims and Equity Interests*

1. Class 1—Priority Non-Tax Claims

(a) *Classification:* Class 1 consists of all Priority Non-Tax Claims against One Dot Six.

(b) *Treatment:* The legal, equitable and contractual rights of the holders of Allowed Class 1 Claims are unaltered. Unless otherwise agreed to by a holder of an Allowed Class 1 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 1 Claim shall receive, in full and final satisfaction of such Allowed Class 1 Claim, Plan Consideration in the form of Cash in an amount equal to such Allowed Claim.

(c) *Voting:* Class 1 is unimpaired, and holders of Class 1 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 1 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

2. Class 2—Other Secured Claims

(a) *Classification:* Class 2 consists of all Other Secured Claims against One Dot Six.

(b) *Treatment:* Unless otherwise agreed to by a holder of an Allowed Class 2 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 2 Claim shall receive, at the election of the Plan Proponents or the Plan Administrator, as applicable:

- (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Other Secured Claim; or
- (ii) Such other treatment that will render the Other Secured Claim unimpaired pursuant to Bankruptcy Code section 1124.

Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until (A) full and final payment of such Allowed Other Secured Claim is made as provided herein or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect.

(c) *Voting:* Class 2 is unimpaired, and holders of Class 2 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 2 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

3. Class 3—Inc. Facility – One Dot Six Guaranty Claims

(a) *Classification:* Class 3 consists of all Inc. Facility – One Dot Six Guaranty Claims against One Dot Six.

(b) *Allowance:* Inc. Facility – One Dot Six Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$208,645,789.92 as of the

Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date, (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Guaranty Claims, and (iii) fees and expenses payable to the Inc. Facility Agent from the Petition Date through and including the Effective Date, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any entity.

(c) *Treatment:* Each holder of an Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claim will receive on account of its Class 3 Inc. Facility – One Dot Six Guaranty Claim its Pro Rata Share of Plan Consideration (if any) remaining after (A) payment in full of Unclassified Claims pursuant to Article II and (B) payment in full of Priority Non-Tax Claims and Other Secured Claims pursuant to Article III.C.1 and Article III.C.2 of the One Dot Six Plan, respectively; *provided, however,* that the holders of Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claims shall contribute to the Purchaser \$1 in Inc. Facility-One Dot Six Guaranty Claims, which Claims shall be used by the Purchaser to partially fund the purchase price for the Acquired Assets under the Purchase Agreement, in exchange for which holders of Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claims shall receive an interest in the Purchaser.

(d) *Voting:* Class 3 is impaired, and holders of Class 3 Claims are entitled to vote to accept or reject the One Dot Six Plan.

4. Class 4—Inc. Facility – One Dot Six Subordinated Guaranty Claims

(a) *Classification:* Class 4 consists of all Inc. Facility – One Dot Six Subordinated Guaranty Claims against One Dot Six.

(b) *Allowance:* Inc. Facility – One Dot Six Subordinated Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$113,557,696.10 as of the Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date and (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Subordinated Guaranty Claims, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any entity.

(c) *Treatment:* Holders of Class 4 Inc. Facility – One Dot Six Subordinated Guaranty Claims will not receive any recovery on account of such Claims.

(d) *Voting:* Class 4 is impaired, and holders of Class 4 Claims are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 4 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

5. Class 5—One Dot Six General Unsecured Claims

(a) *Classification:* Class 5 consists of all One Dot Six General Unsecured Claims held against One Dot Six.

(b) *Treatment:* Holders of Class 5 One Dot Six General Unsecured Claims will not receive any recovery on account of such Claims.

(c) *Voting:* Class 5 is impaired, and holders of Class 5 Claims are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 5 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

6. Class 6—Equity Interests

(a) *Classification:* Class 6 consists of all Equity Interests.

(b) *Treatment:* Holders of Class 6 Equity Interests will not receive any recovery on account of such Equity Interests.

(c) *Voting:* Class 6 is impaired, and holders of Class 6 Equity Interests are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 6 Equity Interests are not entitled to vote to accept or reject the One Dot Six Plan.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE ONE DOT SIX PLAN**

*A. Presumed Acceptance of the One Dot Six Plan*

Classes 1 and 2 are unimpaired under the One Dot Six Plan, and are therefore conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f).

*B. Presumed Rejection of the One Dot Six Plan*

Classes 4, 5 and 6 are impaired under the One Dot Six Plan and are not receiving any recovery under the One Dot Six Plan. Therefore, such Classes are conclusively presumed to have rejected the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g).

*C. Voting Classes*

Class 3 is impaired under the One Dot Six Plan, and holders of Claims in Class 3 shall be entitled to vote to accept or reject the One Dot Six Plan.

*D. Acceptance by Impaired Classes of Claims*

Pursuant to Bankruptcy Code section 1126(c) and except as otherwise provided in Bankruptcy Code section 1126(e), an impaired Class of Claims entitled to vote to accept or reject the One Dot Six Plan has accepted the One Dot Six Plan if the holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the One Dot Six Plan.

*E. Nonconsensual Confirmation*

If all applicable requirements for confirmation of the One Dot Six Plan are met as set forth in Bankruptcy Code section 1129(a), except subsection (8) thereof, the One Dot Six Plan shall be treated as a request that the Bankruptcy Court confirm the One Dot Six Plan in accordance with Bankruptcy Code section 1129(b), notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the One Dot Six Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the One Dot Six Plan.

*F. Elimination of Vacant Classes*

Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the One Dot Six Plan for purposes of voting to accept or reject the One Dot Six Plan and for purposes of determining acceptance or rejection of the One Dot Six Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

**ARTICLE V.**

**MEANS FOR IMPLEMENTATION OF THE ONE DOT SIX PLAN**

*A. One Dot Six Plan Funding*

Plan Distributions shall be made from Plan Consideration (which excludes, for the avoidance of doubt, Cash in the Wind Down Reserve) as of the Effective Date. Such Plan Consideration shall be used to satisfy the obligations of One Dot Six with regards to payment of Allowed Claims against One Dot Six under the One Dot Six Plan, in accordance with the terms hereof. The issuance or delivery of any Plan Distributions that are securities shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

On the Effective Date, Cash from the One Dot Six Sale Proceeds in such amount as may be either (a) mutually agreed by the Purchaser and One Dot Six or (b) ordered by the Bankruptcy Court, shall be deposited in a segregated account to be held by One Dot Six (the “*Wind Down Reserve*”), which proceeds shall be used to provide funding for reasonable expenses incurred or accrued by One Dot Six on or after the Effective Date that are directly related to the Wind Down, including, without limitation, professional fees and expenses incurred by One Dot Six in connection therewith. For the avoidance of doubt, the Purchaser shall not be responsible for the payment of any expenses associated with the Wind Down in the event that the Wind Down Reserve is insufficient to pay such expenses.

*B. The One Dot Six Sale*

The Confirmation Order or the Sale Order, as applicable, shall approve a sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) pursuant to a sale process under the terms and conditions of the Purchase Agreement and the Bid Procedures Order free and clear of any Claims, Liens, interests, or encumbrances. The One Dot Six Sale Proceeds shall include a Cash component in an amount sufficient for the Disbursing Agent to make all Plan Distributions required to be in the form of Cash, and for One Dot Six to fund the Wind Down Reserve and Disputed Claims Reserves. Upon entry of the Confirmation Order or Sale Order, as applicable, One Dot Six shall be (a) authorized to, among other things, sell, assume, assign and/or transfer the Acquired Assets, subject to applicable law and the terms and conditions of the Purchase Agreement (including, without limitation, receipt of the Specified Regulatory Approvals to the extent applicable), and take any and all actions necessary to consummate the One Dot Six Sale; and (b) authorized and directed to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date). Actions necessary to consummate the One Dot Six Sale may include, among others, (a) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, rights, liability, duty or obligation on terms consistent with the terms of the Purchase Agreement and the One Dot Six Plan and having such other terms to which One Dot Six and the Purchaser may agree and (b) all other actions that are necessary and appropriate in connection with such transactions, including making such filings or recordings that may be required by or appropriate under applicable state law. Nothing in the One Dot Six Plan, Confirmation Order or Sale Order, as applicable, authorizes the transfer or assignment of the Acquired Assets to the Purchaser without the Purchaser's compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of such Assets.

*C. Distribution Account*

The Distribution Account shall be established to receive on the Effective Date the Plan Consideration, which shall vest in the Distribution Account on the Effective Date free and clear of any and all claims, encumbrances, or interests in accordance with Bankruptcy Code section 1141, but subject to the rights of holders of Claims, as and to the extent applicable, to obtain the distributions provided for in the One Dot Six Plan. Upon the distribution of all Plan Consideration in the Distribution Account, the Distribution Account shall be extinguished. In the event that any Cash remains in the Distribution Account after all distributions required to be made in Cash pursuant to the terms hereof have been made, any such remaining Cash shall revert back to the Purchaser.

*D. Cancellation of Existing Securities and Agreements*

Except for the purpose of evidencing a right to distribution under the One Dot Six Plan, and except as otherwise set forth herein, on the Effective Date all agreements, instruments, and other documents evidencing any Claim against, or Equity Interest in, One Dot Six and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect solely as such agreements, instruments and other documents relate to One Dot Six. Notwithstanding the foregoing, (i) the applicable provisions of the DIP Credit Agreement shall continue in effect as to One Dot Six solely for the purpose of permitting the DIP Agent and/or



the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed DIP Claims and to effectuate any charging Liens permitted under the DIP Credit Agreement, and to assert any rights the holders of Allowed DIP Claims may have with respect to any obligation owed on account of such Claims by a Person other than One Dot Six including the other Inc. Debtors, (ii) the applicable provisions of the Inc. Facility Credit Agreement shall continue in effect as to One Dot Six solely for the purposes of permitting the Inc. Facility Agent and/or the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed Inc. Facility – One Dot Six Claims and to effectuate any charging Liens permitted under the Inc. Facility Credit Agreement, and (iii) the DIP Credit Agreement and the Inc. Facility Credit Agreement shall continue to exist with respect to any obligation owed on account of Claims arising thereunder by a Person other than One Dot Six including the other Inc. Debtors, including, without limitation, in respect of amounts owed to the DIP Agent, the DIP Lenders, the Inc. Facility Agent, the Inc. Facility Lenders or any beneficiary of rights to subrogation, reimbursement or contribution in connection with the DIP Claims or the Inc. Facility – One Dot Six Claims. Except as otherwise set forth herein, the holders of or parties to such instruments, securities and other documentation will have no rights as against One Dot Six arising from or relating to such instruments, securities and other documentation, except the rights provided for pursuant to the One Dot Six Plan.

*E. Comprehensive Settlement of Claims and Controversies*

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the One Dot Six Plan, the provisions of the One Dot Six Plan will constitute a good-faith compromise and settlement of all claims or controversies relating to the rights (including any subordination rights) that a holder of a Claim against, or Equity Interest in, One Dot Six may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the One Dot Six Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are: (a) in the best interests of One Dot Six and the One Dot Six Estate and property, and of holders of Claims or Equity Interests; and (b) fair, equitable and reasonable. Nothing in the One Dot Six Plan shall in any way impair the ability of One Dot Six to assert any claims against any other Debtor, which claims shall include, for the avoidance of doubt, claims for contribution, reimbursement and/or subrogation against any other Debtor.

*F. Continued Corporate Existence; Directors and Officers; Dissolution of Reorganized One Dot Six*

One Dot Six shall continue to exist as One Dot Six after the Effective Date in accordance with the laws of the State of Delaware and pursuant to the certificate of incorporation and by-laws in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws are amended under the One Dot Six Plan, for the limited purpose of distributing the Plan Consideration. From and after the Effective Date, the positions of the current directors and officers of One Dot Six shall be eliminated, and the Designated Representative shall serve as the sole officer and sole director of reorganized One Dot Six. As soon as practicable after the Plan Administrator makes the final distribution of Plan Consideration under the One Dot Six Plan, the

Plan Administrator shall (a) effectuate the dissolution of One Dot Six in accordance with the laws of the State of Delaware and (b) and cause its Designated Representative to resign as the sole officer and sole director of reorganized One Dot Six.

*G. Corporate Governance*

From and after the Effective Date, One Dot Six shall be managed and administered by the Plan Administrator, who shall have full authority to administer the provisions of the One Dot Six Plan and the Purchase Agreement, subject to the terms of the Purchase Agreement. The Plan Administrator may, subject to the terms of the Purchase Agreement, take any actions contemplated by the One Dot Six Plan or the Purchase Agreement on behalf of One Dot Six to the extent permitted by the articles of incorporation, by-laws, or similar organizational documents of One Dot Six in place as of the Effective Date.

*H. Wind Down of One Dot Six and the One Dot Six Estate*

1. The Plan Administrator shall oversee the Wind Down, subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan, and shall make distributions of Plan Consideration to holders of Allowed Claims against One Dot Six consistent and in accordance with the One Dot Six Plan and the Confirmation Order. Neither the Plan Administrator nor One Dot Six shall be required to post a bond in favor of the United States.

2. Following the Effective Date, One Dot Six shall not engage in any business activities or take any actions, except those necessary to effectuate the One Dot Six Plan, the Wind Down and compliance with its obligations under the Purchase Agreement. On and after the Effective Date, the Plan Administrator may take such actions and settle and compromise Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restrictions expressly imposed by the One Dot Six Plan, the Confirmation Order and/or the Purchase Agreement.

*I. Power and Authority of the Plan Administrator*

The Plan Administrator shall have the power and authority to perform the following acts on behalf of One Dot Six, in addition to any powers granted by law or conferred by any other provision of the One Dot Six Plan and orders of the Bankruptcy Court, but in each case subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan: (i) take all steps and execute all instruments and documents necessary to make or assist the Disbursing Agent in making distributions to holders of Allowed Claims and Allowed Equity Interests; (ii) object to Claims and Equity Interests as provided in the One Dot Six Plan and prosecute such objections; (iii) resolve, compromise and/or settle any objections to the amount, validity, priority, treatment, or allowance of Claims or Equity Interests; (iv) seek an estimation of contingent or unliquidated claims under Bankruptcy Code section 502(c); (v) comply with the One Dot Six Plan and the obligations hereunder; (vi) if necessary, employ, retain, or replace professionals to assist One Dot Six in compliance with its obligations under the Purchase Agreement and/or the Wind Down; (vii) establish, replenish or release reserves as provided in the One Dot Six Plan, as applicable; (viii) take all actions necessary or appropriate to enforce One Dot Six's rights under the Purchase Agreement and any related document and to fulfill, comply with or otherwise



satisfy One Dot Six's covenants, agreements and obligations under the Purchase Agreement and any related document; (ix) make all determinations on behalf of One Dot Six under the Purchase Agreement; (x) prepare and file applicable tax returns for One Dot Six; (xi) liquidate any of the Retained Assets and distribute the proceeds as Plan Consideration in accordance with the terms of this One Dot Six Plan; (xii) deposit funds of the One Dot Six Estate, draw checks and make disbursements consistent with the terms of the One Dot Six Plan; (xiii) purchase or continue insurance protecting One Dot Six and property of the One Dot Six Estate; (xiv) seek entry of a final decree in the Chapter 11 Case of One Dot Six at the appropriate time; (xv) dissolve reorganized One Dot Six; (xvi) prosecute, resolve, compromise and/or settle any litigation, including any Avoidance Actions that are not Acquired Assets; (xvii) abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization (as such term is described in Internal Revenue Code section 501(c)(3) (whose contributions are deductible under Internal Revenue Code section 170)) of the Plan Administrator's choice, any One Dot Six Estate Assets that are of no material benefit; and (xviii) take such other action as the Plan Administrator may determine to be necessary or desirable to carry out the purpose of the One Dot Six Plan and/or consummation of the One Dot Six Sale in accordance with the Purchase Agreement.

*J. Assumed Liabilities*

In accordance with the terms of the Purchase Agreement, upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, the Purchaser shall be responsible for payment and satisfaction of all Assumed Liabilities. Upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, all Persons holding Claims against, and Equity Interests in, One Dot Six arising out of or concerning an Assumed Liability, shall be forever barred, estopped and permanently enjoined from asserting against One Dot Six and any of its property, such Claims or Equity Interests, as applicable. The Purchaser is not assuming, and shall not become liable for the payment or performance of, any liabilities or other obligations of One Dot Six of any nature whatsoever, whether accrued or unaccrued, other than the Assumed Liabilities.

*K. Release of Liens*

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the One Dot Six Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the One Dot Six Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the One Dot Six Estate shall be fully released and discharged solely as to One Dot Six, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to reorganized One Dot Six or be transferred to the Purchaser, as applicable. For the avoidance of doubt, the Liens securing the Inc. Facility – One Dot Six Guaranty Claims and/or the Inc. Facility – One Dot Six Subordinated Guaranty Claims, the Liens securing such Claims shall nevertheless be released and discharged solely as to One Dot Six on the Effective Date in accordance with the terms hereof.

*L. Cancellation of Certain Existing Security Interests*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to One Dot Six any Collateral or other property of One Dot Six held by such holder, and any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or lis pendens; *provided, however*, any such Collateral that is an Acquired Asset received by One Dot Six from the holder of such Allowed Claim shall be delivered promptly to the Purchaser following the Closing.

*M. Corporate Action*

1. One Dot Six shall serve on the U.S. Trustee quarterly reports of the disbursements made until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or until the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. The deadline for filing Administrative Claims set forth in Article II.B.1 of the One Dot Six Plan shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

2. Entry of the Confirmation Order shall establish conclusive corporate and other authority (and evidence of such corporate and other authority) required for One Dot Six and the Plan Administrator to undertake any and all acts and actions required to implement or contemplated by the One Dot Six Plan (including, without limitation, the execution and delivery of the Purchase Agreement), and such acts and actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without the need for board or shareholder vote and without any requirement of further action by the stockholders, directors or managers of One Dot Six (if any).

3. On the Effective Date, the Existing Board is authorized and directed to execute and/or deliver, as the case may be, the agreements, documents and instruments contemplated by the One Dot Six Plan, the Plan Documents and the Purchase Agreement and any schedules, exhibits or other documents attached thereto or contemplated thereby in the name and on behalf of One Dot Six.

4. Upon entry of a final decree in the Chapter 11 Case of One Dot Six, if not previously dissolved, One Dot Six shall be deemed dissolved and wound up without any further action required.

*N. Third Party Cooperation*

Certain of the Assets, in particular the Spectrum Lease Agreement, will be assigned to Purchaser by One Dot Six pursuant to the assignment provisions of the Spectrum Lease Agreement. The Spectrum Lease Agreement requires the counter parties, Crown Castle MM Holding LLC and OP LLC, to cooperate to assist One Dot Six in obtaining FCC Consent effectuating the assignment of the Spectrum Lease Arrangement (including the Sublease) from One Dot Six to Purchaser, including, upon request, to prepare, sign, and file with the FCC the licensee portion of the application required to obtain the FCC Consent. Crown Castle MM

Holding, LLC and OP LLC shall be required to cooperate in accordance with their foregoing obligations to secure and effectuate such assignment, and One Dot Six and Purchaser shall be authorized pursuant to the terms hereof to take whatever action is required to effectuate such cooperation from Crown Castle MM Holding, LLC and OP LLC including, but not limited to, obtaining appropriate relief from the Bankruptcy Court.

*O. Debtor Cooperation*

The Designated Contracts (as defined in the Purchase Agreement) that relate to the conduct and operations of the Acquired Assets will be assigned to the Purchaser by One Dot Six in connection with the One Dot Six Sale upon the Effective Date of the One Dot Six Plan. To the extent the Purchaser requires any Designated Contract to which one or more Debtors other than One Dot Six is a party to operate the Acquired Assets, such other Debtor(s) shall cooperate with the Purchaser to the extent necessary to provide the Purchaser with all of the benefits of such Designated Contract.

**ARTICLE VI.**

**PLAN DISTRIBUTION PROVISIONS**

*A. The Disbursing Agent*

All Plan Distributions under the One Dot Six Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall be empowered to: (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims; (b) comply with the One Dot Six Plan and the obligations thereunder; (c) make periodic reports regarding the status of distributions under the One Dot Six Plan to the holders of Allowed Claims that are outstanding at such time, with such reports to be made available upon request to the holder of any Disputed Claim; and (d) exercise such other powers as may be vested in the Disbursing Agent pursuant to the One Dot Six Plan, the Plan Documents, the Confirmation Order, or any other order of the Bankruptcy Court. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Plan Administrator if the Disbursing Agent is a Person other than One Dot Six or the Plan Administrator, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash from the Wind Down Reserve.

*B. Timing of Plan Distributions*

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the applicable Plan Distribution Date or as soon thereafter as is practicable, *provided* that the Plan Administrator or the Disbursing Agent, as applicable, may utilize periodic distribution dates to the extent appropriate and not otherwise inconsistent with the One Dot Six Plan. In the event that any payment or act under the One Dot Six Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the

performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

*C. Distribution Record Date*

1. As of the close of business on the Distribution Record Date, the various lists of holders of Claims against, and Equity Interests in, One Dot Six in each of the Classes, as maintained by One Dot Six, or its agent, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims and Equity Interests. None of One Dot Six, the Plan Administrator or the Disbursing Agent shall have any obligation to recognize any transfer of Claims or Equity Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Costs or any Cure Disputes in connection with the assumption and/or assignment of One Dot Six's executory contracts and leases, neither One Dot Six nor the Plan Administrator shall have any obligation to recognize or engage with any party other than the non-One Dot Six party to the underlying executory contract or lease, even if such non-One Dot Six party has sold, assigned or otherwise transferred its Claim for a Cure Cost.

2. Plan Distributions, if any, to be made on account of Allowed DIP Claims shall be made by the Disbursing Agent to the DIP Agent, who shall distribute such Plan Distributions to holders of Allowed DIP Claims in accordance with the terms of the DIP Credit Agreement. The DIP Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed DIP Claims. The Plan Administrator, through the Disbursing Agent, shall pay the DIP Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

3. Plan Distributions, if any, to be made on account of Allowed Inc. Facility – One Dot Six Claims shall be made by the Disbursing Agent to the Inc. Facility Agent, who shall distribute such Plan Distributions to holders of Allowed Inc. Facility – One Dot Six Claims in accordance with the terms of the Inc. Facility Credit Agreement. The Inc. Facility Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed Inc. Facility – One Dot Six Claims. The Plan Administrator, through the Disbursing Agent, shall pay the Inc. Facility Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

4. Plan Distributions, if any, to be made on account of Allowed Claims and Equity Interests other than Allowed DIP Claims and Allowed Inc. Facility – One Dot Six Claims shall be made directly by the Disbursing Agent to the holders of such Claims and Equity Interests.

*D. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions*

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim against One Dot Six shall be made at the address of such holder as set forth in the latest-dated of the following actually held or received by the Disbursing Agent prior to the Effective Date: (a) the Schedules; (b) the Proof of Claim filed by such holder; (c) any notice of assignment filed with the Bankruptcy Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e); or (d) any notice served by such holder giving details of a change of address. If

any Plan Distribution sent to the holder of a Claim is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within one hundred and twenty (120) days after such Plan Distribution was returned. After such date, if such notice was not provided, such holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distribution shall revert to the Distribution Account. Upon such reversion, the Claim of any holder or its successors with respect to such property shall be cancelled, discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary.

*E. Time Bar to Cash Payments*

Checks issued in respect of Allowed Claims against One Dot Six shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued. Any claim in respect of such a voided check shall be made within one hundred and twenty (120) days after the date of issuance of such check. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be discharged and forever barred, and such unclaimed Plan Distribution shall revert to the Distribution Account.

*F. No Distribution in Excess of Amount of Allowed Claim*

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim against One Dot Six shall, on account of such Allowed Claim, receive a Plan Distribution (of a value set forth herein) in excess of the Allowed amount of such Claim.

*G. Setoffs and Recoupments*

Except with respect to any distributions on account of DIP Claims or Inc. Facility – One Dot Six Guaranty Claims, One Dot Six or the Plan Administrator, or the designee of either entity as instructed by One Dot Six or the Plan Administrator, as applicable, may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any Claims, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim. In the event that any such Claims, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, One Dot Six may, pursuant to Bankruptcy Code section 553 or applicable non-bankruptcy law, setoff or recoup against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the One Dot Six of any such Claims, rights and Causes of Action that One Dot Six may possess against any such holder, except as specifically provided herein.



*H. Fractional Cents and De Minimis Distributions*

Notwithstanding any other provision of the One Dot Six Plan to the contrary, (i) no payment of fractions of cents will be made and (ii) the Disbursing Agent shall not have any obligation to make a Plan Distribution that is less than or equal to \$25.00 in Cash. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

*I. Manner of Payment Under the One Dot Six Plan*

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the One Dot Six Plan shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may be, in addition to the foregoing, made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. The issuance or delivery of any Plan Distribution that is a security shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

*J. Requirement to Give a Bond or Surety*

The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the One Dot Six Estate. Furthermore, any such Person required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

*K. Withholding and Reporting Requirements*

In connection with the One Dot Six Plan and all distributions hereunder, One Dot Six, the Plan Administrator or the Disbursing Agent, as applicable, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Plan Distributions hereunder shall be subject to any such withholding and reporting requirements. One Dot Six and the Plan Administrator or the Disbursing Agent, as applicable, shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms One Dot Six or the Plan Administrator or the Disbursing Agent, as applicable, believe are reasonable and appropriate, including requiring a holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provision of the One Dot Six Plan: (a) each holder of an Allowed Claim that is to receive a distribution under the One Dot Six Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to the One Dot Six Plan if, after 120 days from the date of transmission of a written request to the holder of an

Allowed Claim, the Plan Administrator or the Disbursing Agent, as applicable, does not receive a valid, completed IRS form from such holder of an Allowed Claim, which is otherwise required for reporting purposes, and such holder shall be treated as if their Claim had been disallowed.

*L. Cooperation with Disbursing Agent*

One Dot Six, its Professional Persons and the Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims against, and Equity Interests in, One Dot Six and the identity and addresses of holders of Claims and Equity Interests, in each case, as set forth in One Dot Six's books and records. One Dot Six, its Professional Persons and the Plan Administrator shall cooperate in good faith with the Disbursing Agent to comply with any of its reporting and withholding requirements.

**ARTICLE VII.**

**PROCEDURES FOR RESOLVING DISPUTED CLAIMS**

*A. Objections to Claims*

Other than with respect to One Dot Six Fee Claims (to which any party in interest may object), only the Plan Administrator shall be entitled to object to Claims after the Effective Date. Any objections to Claims (other than Administrative Claims), shall be served and filed on or before the later of: (a) one-hundred twenty (120) days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof. Any Claims filed after the applicable bar date shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the Person wishing to file such untimely Claim has received Bankruptcy Court authority to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (i) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (ii) by first class mail, postage prepaid, on the signatory on the Proof of Claim as well as all other representatives identified in the Proof of Claim or any attachment thereto; or (iii) if counsel has agreed to or is otherwise deemed to accept service, by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases (so long as such appearance has not been subsequently withdrawn).

*B. Amendment to Claims*

Except with respect to Administrative Claims, One Dot Six Fee Claims and Claims based on the rejection of executory contracts or unexpired leases in accordance with Article VIII.A hereof, from and after the Effective Date, no Claim may be filed to increase or assert additional Claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim, on One Dot Six's Schedules) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the claimant has obtained the Bankruptcy Court's prior approval to file such amended or increased Claim.

*C. Settlement of Claims and Causes of Action*

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Plan Administrator shall have authority to settle or compromise all Claims (to the extent not previously compromised, settled and released under the One Dot Six Plan) without further review or approval of the Bankruptcy Court.

*D. Estimation of Claims*

The Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to Bankruptcy Code section 502(c) regardless of whether any party in interest has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute the Allowed amount of such Claim for all purposes under the One Dot Six Plan except with respect to Plan Distributions, and with respect to Plan Distributions, the estimated amount shall constitute the maximum allowed amount of such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the One Dot Six Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

*E. Disputed Claims Reserve*

1. No Plan Distributions Pending Allowance

Except as provided in this Article VII.E, Disputed Claims shall not be entitled to any Plan Distributions unless and until such Claims become Allowed Claims.

2. Disputed Unclassified Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is an Administrative Claim or Priority Tax Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable. In addition, on the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of an Administrative Claim (including that portion of any One Dot Six Fee Claim) incurred or accrued by One Dot Six prior to the Effective Date that is not paid on or prior to the Effective Date, Plan Consideration in the form of Cash in an amount equal to such Administrative Claim (based on



the Plan Proponents' best estimate of the allowable amount of such Claim); *provided* that, to the extent that amounts deposited in the reserve established pursuant to this Article VII.E.2 are insufficient to pay any such Allowed Administrative Claim, the Plan Administrator may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim.

3. Disputed Priority-Non Tax Claims and Disputed Other Secured Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, One Dot Six shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is a Priority Non-Tax Claim or Other Secured Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable.

4. Plan Distributions to Holders of Subsequently Allowed Claims

On each Plan Distribution Date (or such earlier date as determined by One Dot Six or the Disbursing Agent in their sole discretion but subject to this Article VII.E.4), the Disbursing Agent will make Plan Distributions from the applicable Disputed Claims Reserve on account of any Disputed Claim that has become an Allowed Claim since the occurrence of the previous Plan Distribution Date. The Disbursing Agent shall distribute from the applicable Disputed Claims Reserve in respect of such newly Allowed Claims the Plan Distributions to which holders of such Claims would have been entitled under the One Dot Six Plan if such newly Allowed Claims were fully or partially Allowed, as the case may be, on the Effective Date, less direct and actual expenses, fees, or other direct costs of maintaining Cash on account of such Disputed Claims.

5. Distribution from Disputed Claims Reserves Upon Disallowance

Except as otherwise provided in the One Dot Six Plan, to the extent any Disputed Claim has become a Disallowed Claim in full or in part (in accordance with the procedures set forth in the One Dot Six Plan), any Cash held in any Disputed Claim Reserve by One Dot Six on account of, or to pay, such Disputed Claim, shall revert to the Distribution Account and be distributed to holders of Allowed Claims or Allowed Equity Interests in accordance with Article V.A.

*F. No Recourse*

Notwithstanding that the Allowed amount of any particular Disputed Claim is (a) reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or (b) Allowed in an amount for which after application of the payment priorities established by the One Dot Six Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Plan Proponents, the Disbursing Agent, One Dot Six, the Plan Administrator, the

Purchaser or any of their respective professionals, consultants, officers, directors, employees or members or their successors or assigns, or any of their respective property. However, nothing in the One Dot Six Plan shall modify any right of a holder of a Claim under Bankruptcy Code section 502(j), nor shall it modify or limit the ability of claimants (if any), to seek disgorgement to remedy any unequal distribution from parties other than those released under this Article VII.F. For the avoidance of doubt, and notwithstanding anything to the contrary herein, except as expressly provided in the Purchase Agreement, the Purchaser shall not be liable for the payment of any Administrative Claims (including One Dot Six Fee Claims) accrued or incurred prior to the Effective Date under any circumstances, including in the event that the reserve for such Claims established under Article VII.E.2 of the One Dot Six Plan is insufficient to pay such Administrative Claims in full as provided in Article II.B.3 of the One Dot Six Plan. **The estimation of Claims and the establishment of reserves under the One Dot Six Plan may limit the distribution to be made on individual Disputed Claims and other Claims contemplated to be paid from the reserves established under Article VII.E of the One Dot Six Plan, regardless of the amount finally Allowed on account of such Claims.**

## ARTICLE VIII.

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### A. *General Treatment*

1. All executory contracts and unexpired leases of One Dot Six shall be deemed to be rejected by One Dot Six as of the Effective Date, except for any executory contract or unexpired lease that: (i) previously has been assumed, assumed and assigned, or rejected pursuant to a Final Order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be assumed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (iii) is an executory contract or unexpired lease that pertains to One Dot Six as identified in the Debtors' schedule filed on November 22, 2013 [Docket No. 1038] or is otherwise a Designated Contract; or (iv) is the subject of a separate motion to assume and assign to a Person other than the Purchaser or to reject under Bankruptcy Code section 365 pending on the Effective Date. Listing a contract or lease in the Schedule of Assumed Executory Contracts and Unexpired Leases shall not constitute an admission by One Dot Six that One Dot Six has any liability thereunder.

2. To the extent that an executory contract or unexpired lease is a Designated Contract, any such Designated Contract will be assumed by One Dot Six on the Effective Date and assigned by One Dot Six to the Purchaser at the Closing. Each executory contract or unexpired lease assumed pursuant to the One Dot Six Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revest in and be fully enforceable by One Dot Six and the Plan Administrator in accordance with its terms, except as such terms may have been modified by such order.

3. Notwithstanding anything to the contrary in the One Dot Six Plan, but subject to the terms and conditions of the Purchase Agreement, One Dot Six and the Purchaser shall have the right to alter, amend, modify or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time before the Effective Date; *provided*, that to the extent that, as

of the Closing Date, there is any pending dispute between One Dot Six and a counterparty to an executory contract or unexpired lease regarding the Cure Costs payable under such contract or lease, One Dot Six shall reserve the right to remove the applicable contract or lease to the Schedule of Assumed Executory Contracts and Unexpired Leases following the resolution of such dispute, in which event such contract or lease shall be deemed rejected.

4. Entry of the Confirmation Order shall, subject to the occurrence of the Effective Date, constitute the approval, pursuant to Bankruptcy Code sections 365(a) and 1123(b), of: (i) the assumptions and rejections of executory contracts and unexpired leases pursuant to Article VIII.A.1 of the One Dot Six Plan; and (ii) the assumption and assignment of the Designated Contracts pursuant to Article VIII.A.2 of the One Dot Six Plan.

*B. Claims Based on Rejection of Executory Contracts or Unexpired Leases*

1. All Claims arising from the rejection of executory contracts or unexpired leases, if any, will be treated as One Dot Six General Unsecured Claims. All such Claims shall be discharged on the Effective Date, and shall not be enforceable against One Dot Six, the Plan Administrator, the Purchaser or their respective properties or interests in property (and shall not, for the avoidance of doubt, constitute Assumed Liabilities).

2. **Except as otherwise provided in the Confirmation Order or Sale Order, each Person who is a party to a contract or lease rejected under the One Dot Six Plan must file with the Bankruptcy Court and serve on the Plan Administrator, not later than thirty (30) days after the Effective Date, a Proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim related to such alleged rejection damages.**

*C. Compensation and Benefit Programs*

All employment and severance policies, and all compensation and benefit plans, policies, and programs of One Dot Six applicable to its employees, retirees and nonemployee directors including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the One Dot Six Plan and on the Effective Date will be rejected unless any of the foregoing is an Acquired Asset or is otherwise listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, in which case the same shall be assumed and assigned to the Purchaser pursuant to the Purchase Agreement and in accordance with Bankruptcy Code sections 365 and 1123.

*D. Post-Petition Contracts and Leases*

To the extent set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, all contracts, agreements and leases that were entered into or assumed by One Dot Six after the Petition Date (other than the Purchase Agreement) shall be deemed assumed by One Dot Six on the Effective Date, and, with respect to any such contracts, agreements or leases that are Designated Contracts, assigned to the Purchaser at Closing, without a need for any consent or approval of, or notice to, the counterparty to any such contract, agreement or lease.

**ARTICLE IX.**

**CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION  
OF THE ONE DOT SIX PLAN**

*A. Conditions Precedent to Occurrence of Effective Date*

It shall be a condition to the Effective Date of the One Dot Six Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the One Dot Six Plan and all Plan Documents, including any amendments, modifications or supplements thereto, shall be acceptable to the Plan Proponents;
2. all conditions precedent to the obligations of the Purchaser as set forth in the Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof;
3. all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the One Dot Six Plan and the Purchase Agreement shall have been obtained or shall have occurred unless failure to do so will not have a Material Adverse Effect on One Dot Six or the Purchaser, including but not limited to, (i) issuance of the FCC Consent by Final FCC Order and (ii) FCC action by Final FCC Order renewing or extending for the full ten (10) year term the Spectrum Lease Arrangement without conditions that would be expected to have a Material Adverse Effect;
4. the Closing Date (as defined in the Purchase Agreement) of the One Dot Six Sale shall have occurred, including the funding of all One Dot Six Sale Proceeds required under the Purchase Agreement;
5. the Confirmation Order and the Sale Order shall have been entered and become Final Orders in form and substance satisfactory to the Plan Proponents and the Purchaser. The Confirmation Order shall provide that, among other things, the Plan Administrator is appointed, and the Plan Administrator and One Dot Six are authorized and directed to take all actions necessary or appropriate to consummate the One Dot Six Plan, including entering into, implementing and consummating the contracts, instruments, releases, leases or other agreements or documents created in connection with or described in the One Dot Six Plan;
6. all documents and agreements necessary to implement the One Dot Six Plan shall have (a) satisfied or waived all conditions precedent to such documents and agreements pursuant to the terms of such documents or agreements, (b) been tendered for delivery and (c) been effected or executed;
7. all actions, documents, certificates and agreements necessary to implement the One Dot Six Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws; and

8. all statutory fees and obligations then due and payable to the Office of the United States Trustee shall have been paid and satisfied in full.

*B. Waiver of Conditions*

The conditions precedent to confirmation of the One Dot Six Plan and occurrence of the Effective Date set forth in this Article IX.B may be waived by the Plan Proponents and the Purchaser, without notice, leave or order of the Bankruptcy Court or any formal action other than by proceeding to confirm or consummate the One Dot Six Plan; *provided, however*, that the conditions to the occurrence of the Effective Date and the Purchase Agreement may only be waived in accordance with the terms of the Purchase Agreement.

*C. Effect of Non-Occurrence of the Effective Date*

If all of the conditions precedent to the occurrence of the Effective Date have not been satisfied or duly waived (as provided in Article IX.B of the One Dot Six Plan) on or before the first Business Day that is more than sixty (60) days after the Confirmation Date, or by such later date as set forth by the Plan Proponents in a notice filed with the Bankruptcy Court prior to the expiration of such period, then the Plan Proponents may file a motion to vacate the Confirmation Order before all of the conditions have been satisfied or duly waived. It is further provided that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if all of the conditions precedent to the Effective Date set forth in Article IX.A of the One Dot Six Plan are either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this Article IX.C, the One Dot Six Plan shall be null and void in all respects, the Confirmation Order shall be of no further force or effect, no distributions under the One Dot Six Plan shall be made, One Dot Six and all holders of Claims against, and Equity Interests in, One Dot Six shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and upon such occurrence, nothing contained in the One Dot Six Plan shall: (a) constitute a waiver or release of any Claims against, or Equity Interests in, One Dot Six; (b) prejudice in any manner the rights of the holder of any Claim against or Equity Interest in One Dot Six; or (c) constitute an admission, acknowledgment, offer or undertaking by One Dot Six or any other Person with respect to any matter set forth in the One Dot Six Plan.

**ARTICLE X.**

**RELEASE, INJUNCTION AND RELATED PROVISIONS**

*A. Releases*

**1. Releases by One Dot Six**

**For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Effective Date, One Dot Six, in its individual capacity and as debtor in possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of One Dot Six to enforce the One Dot Six Plan, the contracts, instruments, releases,**



**indentures and other agreements or documents delivered thereunder and the Purchase Agreement) against the Released Parties, including, for the avoidance of doubt, any claims asserted under the *Motion of the Ad Hoc Secured Group of LightSquared LP Lenders for Entry of an Order Granting Leave, Standing and Authority to Commence, Prosecute and/or Settle Certain Claims of the Debtors' Estates* [Docket No. 323], whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the parties released pursuant to this Article X.A.1, the Chapter 11 Case of One Dot Six, the One Dot Six Plan, the General Disclosure Statement or the One Dot Six Specific Disclosure Statement, and that could have been asserted by or on behalf of One Dot Six or the One Dot Six Estate, whether directly, indirectly, derivatively or in any representative or any other capacity; provided, however, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).**

2. Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for herein shall not release One Dot Six from any liability arising under (x) the Internal Revenue Code of 1986, as amended, or any state, city or municipal tax code, or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in Article X.A.1 shall not release (x) One Dot Six's claims, right or Causes of Action for money borrowed from or owed to any of its subsidiaries by any of its directors, officers or former employees, as set forth in One Dot Six's or any such subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against One Dot Six or any of its officers, directors or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

3. Notwithstanding anything to the contrary contained herein, nothing herein: (i) discharges, releases or precludes any (x) environmental liability that is not a Claim; (y) environmental claim of the United States that first arises on or after the Confirmation Date or (z) other environmental claim or environmental liability that is not otherwise dischargeable under the Bankruptcy Code; (ii) releases One Dot Six from any environmental liability that One Dot Six may have as an owner or operator of real property owned or operated by One Dot Six on or after the Confirmation Date; (iii) releases or precludes any environmental liability to the United States on the part of any Persons other than One Dot Six; or (iv) enjoins the United States from asserting or enforcing any liability described in this paragraph.

**B. *Exculpation and Limitation of Liability***

**None of the Released Parties shall have or incur any liability to any holder of any Claim against, or Equity Interest in, One Dot Six, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the Chapter 11 Case of One Dot Six, the**

Purchase Agreement, the General Disclosure Statement or the One Dot Specific Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the One Dot Six Plan, the consummation of the Plan, or the implementation or administration of the One Dot Six Plan, the transactions contemplated by the One Dot Six Plan or the property to be distributed under the One Dot Six Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of the One Dot Six Plan, except for fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the One Dot Six Plan; provided, however, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

C. *Injunction*

1. Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against One Dot Six or the One Dot Six Estate or Equity Interests in One Dot Six are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting One Dot Six, the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the One Dot Six Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the One Dot Six Plan; provided, however, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the One Dot Six Plan; and provided, further, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Purchase Agreement.



2. **The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the One Dot Six Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released herein. Such injunction shall extend to successors of One Dot Six and its properties and interests in property.**

## **ARTICLE XI.**

### **BINDING NATURE OF THE ONE DOT SIX PLAN**

THE ONE DOT SIX PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, ONE DOT SIX, NOTWITHSTANDING WHETHER ANY SUCH HOLDERS DID NOT VOTE TO ACCEPT OR REJECT THE ONE DOT SIX PLAN, VOTED TO REJECT THE ONE DOT SIX PLAN OR WERE DEEMED TO REJECT THE ONE DOT SIX PLAN.

## **ARTICLE XII.**

### **RETENTION OF JURISDICTION**

Pursuant to Bankruptcy Code sections 105(c) and 1142 and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case of One Dot Six and the One Dot Six Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- (a) Determine any and all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the One Dot Six Plan, may be instituted by the Plan Administrator after the Effective Date;
- (b) Hear and determine any objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without express or implied limitation, to hear and determine any objections to the classification of any Claim and to allow, disallow or estimate any Disputed Claim in whole or in part;
- (c) Ensure that distributions to holders of Allowed Claims, as and to the extent applicable, are accomplished as provided herein;
- (d) Consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Claim;
- (e) Consider matters regarding the assignment of the Spectrum Lease Agreement in accordance with Article V.N hereof;

- (f) Enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;
- (g) Issue such orders in aid of execution of the One Dot Six Plan to the extent authorized or contemplated by Bankruptcy Code section 1142;
- (h) Consider any modifications of the One Dot Six Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (i) Hear and determine all fee applications;
- (j) Resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;
- (k) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the One Dot Six Sale or its interpretation, implementation, enforcement or consummation (subject to the terms thereof);
- (l) Recover all Assets of One Dot Six and property of the One Dot Six Estate, wherever located (other than any Acquired Assets, after the occurrence of the Closing of the One Dot Six Sale);
- (m) Hear and determine all controversies, suits and disputes that may relate to, impact upon or arise in connection with the One Dot Six Plan, the Plan Documents, the Purchase Agreement or their interpretation, implementation, enforcement or consummation;
- (n) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the Confirmation Order (and all exhibits to the One Dot Six Plan) or its interpretation, implementation, enforcement or consummation;
- (o) Consider and act on the compromise and settlement of any Claim by, on behalf of, or against One Dot Six or the One Dot Six Estate to the extent that Bankruptcy Court approval is required and to the extent not released pursuant to the One Dot Six Plan;
- (p) Hear and determine such other matters that may be set forth in the One Dot Six Plan, the Confirmation Order or the Sale Order, or that may arise in connection with the One Dot Six Plan, the Confirmation Order or the Sale Order;
- (q) Hear and determine matters concerning state, local and federal taxes, fines, penalties or additions to taxes for which One Dot Six may be liable, directly or indirectly;

- (r) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with any setoff and/or recoupment rights of One Dot Six or any Person under the One Dot Six Plan;
- (s) Hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with Causes of Action of One Dot Six (including Avoidance Actions) commenced by One Dot Six, the Plan Administrator, or any third parties, as applicable, before or after the Effective Date, except to the extent such Causes of Action are compromised, settled and released under the One Dot Six Plan or constitute Acquired Assets under the Purchase Agreement;
- (t) Hear and determine all controversies, suits, or disputes that may arise in relation to the rights and obligations of the Plan Administrator or the Disbursing Agent;
- (u) Enter an order or final decree closing the Chapter 11 Case of One Dot Six;
- (v) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the One Dot Six Plan or the Confirmation Order; and
- (w) Hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code.

### **ARTICLE XIII.**

#### **MISCELLANEOUS PROVISIONS**

##### *A. Substantial Consummation*

On the Effective Date, the One Dot Six Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127(b).

##### *B. Satisfaction of Claims*

The rights afforded in the One Dot Six Plan and the treatment of all Claims against, and Equity Interests in, One Dot Six herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Equity Interests of any nature whatsoever against One Dot Six and its Estate, Assets, properties and interests in property. Except as otherwise provided herein, on the Effective Date, all Claims and Equity Interests shall be satisfied and released in full. The Purchaser shall not be responsible for any pre-Effective Date obligations of One Dot Six, except those expressly assumed by the Purchaser (if any), or as otherwise provided in the One Dot Six Plan. Except as otherwise provided herein, all Persons shall be precluded and forever barred from asserting against the Purchaser, or its successors or assigns, Assets, properties, or interests in property, any event, occurrence, condition, or other or further Claims or Causes of Action based upon any act, omission, transaction, or other activity of any kind or

nature that occurred or came into existence prior to the Effective Date in connection with One Dot Six, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

*C. Special Provisions Regarding Insured Claims*

The Plan Distributions to each holder of an Allowed Insured Claim against One Dot Six shall be made in accordance with the treatment provided under the One Dot Six Plan for the Class in which such Allowed Insured Claim is classified; except, that there shall be deducted from any Plan Distribution on account of an Insured Claim, for purposes of calculating the Allowed amount of such Claim, the amount of any insurance proceeds actually received by such holder in respect of such Allowed Insured Claim. Nothing in this Article XIII.C shall (i) constitute a waiver of any Claim, right, or Cause of Action that One Dot Six or the One Dot Six Estate may hold against any Person, including any insurer, or (ii) provide for the allowance of any Insured Claim. Pursuant to Bankruptcy Code section 524(e), nothing in the One Dot Six Plan shall release or discharge any insurer from any obligations to any Person under applicable law or any policy of insurance under which One Dot Six is an insured or a beneficiary.

*D. Third Party Agreements; Subordination*

Except as otherwise provided in the One Dot Six Plan, the Plan Distributions to the various Classes of Claims hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights or otherwise. All such rights and any agreements relating thereto shall remain in full force and effect. The right of One Dot Six or the Plan Administrator to seek subordination of any Claim against One Dot Six pursuant to Bankruptcy Code section 510 is fully reserved, and the treatment afforded any Claim that becomes a subordinated Claim at any time shall be modified to reflect such subordination.

Subject to the provisions of the One Dot Six Plan, distributions and treatments provided to holders of Inc. Facility – One Dot Six Guaranty Claims and Inc. Facility – One Dot Six Subordinated Guaranty Claims shall take into account and/or conform to the relative priority and rights of such Claims under any applicable subordination and turnover provisions under applicable law in any applicable contracts, including, without limitation, the Inc. Facility Lender Subordination Agreement. For the avoidance of doubt, the Inc. Facility Lender Subordination Agreement shall be enforceable as a subordination agreement under Bankruptcy Code section 510(a).

*E. Status Reports*

Following entry of the Confirmation Order, the Plan Administrator shall file post-confirmation quarterly status reports with the Bankruptcy Court in accordance with Rule 3021-1 of the Local Bankruptcy Rules for the Southern District of New York and shall meet all Post-Confirmation Operating Report requirements of the U.S. Trustee's Operating Guidelines and Reporting Requirements (unless the Bankruptcy Court orders otherwise).

*F. Notices*

In order to be effective, all notices, requests, and demands to or upon One Dot Six, the Plan Administrator or the Plan Proponents shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

|                               |  |
|-------------------------------|--|
| If to One Dot Six:            | One Dot Six<br>Attention: Marc Montagner<br>450 Park Avenue, Suite 2201<br>New York, New York 10022<br>Telephone: (877) 678-2920<br>Email: Marc.Montagner@lightsquared.com   |
| <i>with copy to:</i>          | Milbank, Tweed, Hadley & McCloy LLP<br>Attention: Matthew S. Barr<br>One Chase Manhattan Plaza<br>New York, New York 10005-1413<br>Telephone: (212) 530-5000<br>Facsimile: (212) 822-5194<br>E-mail: mbarr@milbank.com   |
| If to the Plan Administrator: | Pirinate Consulting Group LLC<br>5 Canoe Brook Drive<br>Livingston, New Jersey 07039<br>Telephone: (973) 533-9027<br>Facsimile: (973) 535-1843<br>E-mail: GeneDavis@pirinateconsulting.com   |
| If to the Plan Proponents:    | Akin Gump Strauss Hauer & Feld LLP<br>Attention: Michael S. Stamer, Philip C. Dublin and Meredith A. Lahaie<br>One Bryant Park<br>New York, New York 10036<br>Telephone: (212) 872-1000<br>Facsimile: (212) 872-1002<br>Email: mstamer@akingump.com, pdublin@akingump.com and mlahaie@akingump.com |
| If to the Special Committee:  | Kirkland & Ellis LLP<br>Attention: Paul M. Basta and Joshua A. Sussberg<br>601 Lexington Avenue<br>New York, NY 10022<br>Telephone: (212) 446-4800<br>Facsimile: (212) 446-4900  |

Email: paul.basta@kirkland.com and  
joshua.sussberg@kirkland.com

*G. Headings*

The headings used in the One Dot Six Plan are inserted for convenience only, and neither constitute a portion of the One Dot Six Plan nor in any manner affect the construction of the provisions of the Plan.

*H. Governing Law*

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent a Plan Document or exhibit or schedule to the One Dot Six Plan provides otherwise, the rights, duties, and obligations arising under the One Dot Six Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, without giving effect to the principles of conflict of laws thereof.

*I. Bankruptcy Code Section 1125(e)*

The Plan Proponents have and, upon confirmation of the One Dot Six Plan shall be deemed to have, solicited acceptances of the One Dot Six Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and therefore are not and will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the One Dot Six Plan.

*J. Bankruptcy Code Section 1145*

To the extent any securities are issued pursuant to the One Dot Six Plan, except with respect to any person that is an underwriter as defined in Bankruptcy Code section 1145(b), no registration statement under section 5 of the United States Securities Act of 1933, as amended (or any state or local law requiring registration for offer or sale of a security) shall be required for the offer or sale of any such securities under the One Dot Six Plan.

*K. Inconsistency*

In the event of any inconsistency among the One Dot Six Plan, the One Dot Six Specific Disclosure Statement, the Plan Documents, any exhibit to the One Dot Six Plan or any other instrument or document created or executed pursuant to the One Dot Six Plan, the provisions of the One Dot Six Plan shall govern; *provided*, that, notwithstanding the foregoing, in the event of any inconsistency among the Purchase Agreement and any other document (including the One Dot Six Plan), the Purchase Agreement shall govern.

*L. Avoidance and Recovery Actions*

Effective as of the Effective Date, One Dot Six retains the right to prosecute any avoidance or recovery actions under Bankruptcy Code sections 544, 547, 548, 549 and 550, except for any such actions that are Acquired Assets.

*M. Expedited Determination*

One Dot Six is hereby authorized to file a request for an expedited determination under Bankruptcy Code section 505(b) for all tax returns filed with respect to One Dot Six.

*N. Exemption from Transfer Taxes*

To the fullest extent permitted by applicable law, all sale transactions consummated by One Dot Six and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the One Dot Six Plan, the sale by One Dot Six of any owned property pursuant to Bankruptcy Code section 1123(b)(4), and any assumption, assignment, and/or sale by One Dot Six of its interests in unexpired leases of non-residential real property or executory contracts pursuant to Bankruptcy Code section 365(a), shall constitute a “transfer under a plan” within the purview of Bankruptcy Code section 1146, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

*O. Notice of Entry of Confirmation Order and Relevant Dates*

Promptly upon entry of the Confirmation Order, One Dot Six shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims and Equity Interests, notice of the entry of the Confirmation Order and all relevant deadlines and dates under the One Dot Six Plan, including, but not limited to, the deadline for filing notice of Administrative Claims, and the deadline for filing rejection damage Claims.

*P. Termination of Professionals*

On the Effective Date, the engagement of each Professional Person retained by One Dot Six, if any, shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, such Professional Persons shall be entitled to prosecute any One Dot Six Fee Claims and represent One Dot Six with respect to applications for payment of such One Dot Six Fee Claims and One Dot Six shall be responsible for the fees, costs and expenses associated with the prosecution of such One Dot Six Fee Claims. Nothing herein shall preclude the Plan Administrator from engaging a Professional Person on and after the Effective Date in the same capacity as such Professional Person was engaged prior to the Effective Date.

*Q. Interest and Attorneys Fees*

Interest accrued after the applicable Petition Date will accrue and be paid on Claims only to the extent specifically provided for in the One Dot Six Plan, the Plan Documents, the Confirmation Order, or as otherwise required by the Bankruptcy Court or by applicable law. No award or reimbursement of attorneys’ fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim, except as set forth in the One Dot Six Plan or as ordered by the Bankruptcy Court.



*R. Amendments*

1. One Dot Six Plan Modifications

The One Dot Six Plan may be amended, modified, or supplemented by the Plan Proponents, in the manner provided for by Bankruptcy Code section 1127 or as otherwise permitted by law, without additional disclosure pursuant to Bankruptcy Code section 1125, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims against One Dot Six pursuant to the One Dot Six Plan, the Plan Proponents may remedy any defect or omission or reconcile any inconsistencies in the One Dot Six Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the One Dot Six Plan, and any holder of a Claim that has accepted the One Dot Six Plan shall be deemed to have accepted the One Dot Six Plan as amended, modified, or supplemented.

2. Other Amendments

Prior to the Effective Date, the Plan Proponents may make appropriate technical adjustments and modifications to the One Dot Six Plan without further order or approval of the Bankruptcy Court; *provided, however*, that, such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims under the One Dot Six Plan.

*S. Revocation or Withdrawal of the One Dot Six Plan*

The Plan Proponents reserve the right to revoke or withdraw the One Dot Six Plan prior to the Effective Date. If the Plan Proponents revoke or withdraw the One Dot Six Plan prior to the Effective Date, or if confirmation or consummation does not occur, then: (a) the One Dot Six Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the One Dot Six Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption, assumption or assignment, or rejection of executory contracts or leases affected by the One Dot Six Plan, and any document or agreement executed pursuant to the One Dot Six Plan shall be deemed null and void; and (c) nothing contained in the One Dot Six Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, One Dot Six or any other Person, (ii) prejudice in any manner the rights of One Dot Six or any other Person or (iii) constitute an admission of any sort by One Dot Six or any other Person.

*T. No Successor Liability*

Except as otherwise expressly provided in the One Dot Six Plan or the Purchase Agreement, the Purchaser does not, pursuant to the One Dot Six Plan or otherwise, assume, agree to perform, pay or indemnify or otherwise have any responsibilities for any liabilities or obligations of One Dot Six or any other party relating to or arising out of the operations of or Assets of One Dot Six, whether arising prior to, on, or after the Effective Date. The Purchaser is not, and shall not be, a successor to One Dot Six by reason of any theory of law or equity, and it shall not have any successor or transferee liability of any kind or character, except that the

Purchaser shall assume the Assumed Liabilities under the terms and subject to the conditions set forth in the Purchase Agreement.

*U. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under the One Dot Six Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

*V. Compliance with Tax Requirements*

In connection with the One Dot Six Plan, the Disbursing Agent shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities and all Plan Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a Plan Distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such Plan Distribution. The Disbursing Agent has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such tax obligations.

*W. Rates*

The One Dot Six Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date. Where a Claim has been denominated in foreign currency on a Proof of Claim, the allowed amount of such Claim shall be calculated in legal tender of the United States based upon the conversion rate in place as of the Petition Date and in accordance with Bankruptcy Code section 502(b).

*X. Binding Effect*

Except as otherwise provided in Bankruptcy Code section 1141(d)(3) and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of this One Dot Six Plan shall be binding upon One Dot Six and the holders of all Claims against, and Equity Interests in, One Dot Six, and shall inure to the benefit of and be binding on each such holder's respective successors and assigns, whether or not the Claim or Equity Interest of any holder is impaired under the One Dot Six Plan and whether or not such holder has accepted the One Dot Six Plan.

*Y. Successors and Assigns*

The rights, benefits and obligations of any Person named or referred to in the One Dot Six Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person.

*Z. Time*

In computing any period of time prescribed or allowed by the One Dot Six Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

*AA. Severability*

If, prior to the entry of the Confirmation Order, any term or provision of the One Dot Six Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan Proponents, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the One Dot Six Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the One Dot Six Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*BB. Reservation of Rights*

Except as expressly set forth herein, the One Dot Six Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the One Dot Six Plan, any statement or provision contained herein, or the taking of any action by the Plan Proponents or the Purchaser with respect to the One Dot Six Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Plan Proponents or the Purchaser with respect to any Claims or Equity Interests prior to the Effective Date.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Dated: August 19, 2014

Respectfully submitted,

**U.S. BANK NATIONAL ASSOCIATION**  
as Inc. Facility Agent

By: /s/ James A. Hanley

Name: James A. Hanley

Title: Vice President

**MAST CAPITAL MANAGEMENT, LLC**  
on behalf of itself and its managed funds and  
accounts

By: /s/ Adam Kleinman

Name: Adam Kleinman

Title: Authorized Signatory

**EXHIBIT 2**

**Marked Version of One Dot Six Plan Reflecting Changes to the  
Version Filed on January 21, 2014**

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

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

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**~~FIRST~~SECOND AMENDED CHAPTER 11 PLAN FOR ONE DOT SIX CORP.  
PROPOSED BY U.S. BANK NATIONAL ASSOCIATION AND MAST CAPITAL  
MANAGEMENT, LLC**

---

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*Counsel to U.S. Bank National Association  
and MAST Capital Management, LLC*

Dated New York, New York

~~January 21~~[August 19](#), 2014

---

<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal or foreign tax or registrations numbers, 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).

**TABLE OF CONTENTS**

|  | <u>Page</u>             |
|--|-------------------------|
| ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS .....                        | 1                       |
| A. Rules Interpretation and Computation of Time .....  | 1                       |
| B. Defined Terms .....   | 1                       |
| ARTICLE II. PROVISIONS FOR THE TREATMENT OF UNCLASSIFIED CLAIMS .....                                  | 14                      |
| A. Unclassified Claims .....   | 14                      |
| B. Administrative Claims .....   | 14                      |
| C. Professional Compensation.....  | <del>15</del> <u>16</u> |
| D. U.S. Trustee Fees .....   | 16                      |
| E. DIP Claims .....  | 16                      |
| F. Priority Tax Claims .....   | 16                      |
| ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS.....               | <del>16</del> <u>17</u> |
| A. Summary .....   | <del>16</del> <u>17</u> |
| B. Classification of Claims and Equity Interests .....   | 17                      |
| C. Classes of Claims and Equity Interests .....  | 17                      |
| ARTICLE IV. ACCEPTANCE OR REJECTION OF THE ONE DOT SIX PLAN .....                                      | 20                      |
| A. Presumed Acceptance of the One Dot Six Plan .....   | 20                      |
| B. Presumed Rejection of the One Dot Six Plan .....  | 20                      |
| C. Voting Classes .....  | 20                      |
| D. Acceptance by Impaired Classes of Claims.....   | <del>20</del> <u>21</u> |
| E. Nonconsensual Confirmation.....   | <del>20</del> <u>21</u> |
| F. Elimination of Vacant Classes .....   | 21                      |
| ARTICLE V. MEANS FOR IMPLEMENTATION OF THE ONE DOT SIX PLAN.....                                       | 21                      |
| A. One Dot Six Plan Funding .....  | 21                      |
| B. The One Dot Six Sale .....  | <del>21</del> <u>22</u> |
| C. Distribution Account.....   | 22                      |
| D. Cancellation of Existing Securities and Agreements .....  | 22                      |
| E. Comprehensive Settlement of Claims and Controversies.....   | 23                      |
| F. Continued Corporate Existence; Directors and Officers; Dissolution of Reorganized One Dot Six ..... | 23                      |
| G. Corporate Governance .....  | <del>23</del> <u>24</u> |
| H. Wind Down of One Dot Six and the One Dot Six Estate .....   | <del>23</del> <u>24</u> |
| I. Power and Authority of the Plan Administrator.....  | 24                      |
| J. Assumed Liabilities .....   | 25                      |
| K. Release of Liens.....   | 25                      |
| L. Cancellation of Certain Existing Security Interests .....   | <del>25</del> <u>26</u> |
| M. Corporate Action.....   | <del>25</del> <u>26</u> |
| N. Third Party Cooperation .....   | 26                      |
| <u>O. Debtor Cooperation.....</u>  | <u>27</u>               |



|   |                      |
|---|----------------------|
| ARTICLE VI. PLAN DISTRIBUTION PROVISIONS.....   | <a href="#">2627</a> |
| A. The Disbursing Agent .....   | <a href="#">2627</a> |
| B. Timing of Plan Distributions.....  | <a href="#">27</a>   |
| C. Distribution Record Date .....   | <a href="#">2728</a> |
| D. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions.....                   | <a href="#">28</a>   |
| E. Time Bar to Cash Payments.....   | <a href="#">2829</a> |
| F. No Distribution in Excess of Amount of Allowed Claim .....                                     | <a href="#">2829</a> |
| G. Setoffs and Recoupments.....   | <a href="#">29</a>   |
| H. Fractional Cents and De Minimis Distributions .....  | <a href="#">2930</a> |
| I. Manner of Payment Under the One Dot Six Plan.....  | <a href="#">2930</a> |
| J. Requirement to Give a Bond or Surety.....  | <a href="#">2930</a> |
| K. Withholding and Reporting Requirements .....   | <a href="#">30</a>   |
| L. Cooperation with Disbursing Agent.....   | <a href="#">3031</a> |
| ARTICLE VII. PROCEDURES FOR RESOLVING DISPUTED CLAIMS .....                                       | <a href="#">3031</a> |
| A. Objections to Claims.....  | <a href="#">3031</a> |
| B. Amendment to Claims .....  | <a href="#">31</a>   |
| C. Settlement of Claims and Causes of Action.....   | <a href="#">3132</a> |
| D. Estimation of Claims.....  | <a href="#">3132</a> |
| E. Disputed Claims Reserve.....   | <a href="#">32</a>   |
| F. No Recourse.....   | <a href="#">33</a>   |
| ARTICLE VIII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED<br>LEASES .....                      | <a href="#">34</a>   |
| A. General Treatment.....   | <a href="#">34</a>   |
| B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.....                      | <a href="#">3435</a> |
| C. Compensation and Benefit Programs.....   | <a href="#">35</a>   |
| D. Post-Petition Contracts and Leases .....   | <a href="#">35</a>   |
| ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND<br>CONSUMMATION OF THE ONE DOT SIX PLAN..... | <a href="#">3536</a> |
| A. Conditions Precedent to Occurrence of Effective Date .....                                     | <a href="#">3536</a> |
| B. Waiver of Conditions .....   | <a href="#">3637</a> |
| C. Effect of Non-Occurrence of the Effective Date .....   | <a href="#">37</a>   |
| ARTICLE X. RELEASE, INJUNCTION AND RELATED PROVISIONS .....                                       | <a href="#">37</a>   |
| A. Releases.....  | <a href="#">37</a>   |
| B. Exculpation and Limitation of Liability .....  | <a href="#">38</a>   |
| C. Injunction .....   | <a href="#">39</a>   |
| ARTICLE XI. BINDING NATURE OF THE ONE DOT SIX PLAN.....   | <a href="#">40</a>   |
| ARTICLE XII. RETENTION OF JURISDICTION.....   | <a href="#">40</a>   |
| ARTICLE XIII. MISCELLANEOUS PROVISIONS .....  | <a href="#">42</a>   |
| A. Substantial Consummation .....   | <a href="#">42</a>   |
| B. Satisfaction of Claims .....   | <a href="#">42</a>   |
| C. Special Provisions Regarding Insured Claims .....  | <a href="#">4243</a> |
| D. Third Party Agreements; Subordination .....  | <a href="#">43</a>   |

|     |   |                      |
|-----|---|----------------------|
| E.  | Status Reports .....  | 43                   |
| F.  | Notices .....   | <a href="#">4344</a> |
| G.  | Headings .....  | <a href="#">4445</a> |
| H.  | Governing Law .....   | <a href="#">4445</a> |
| I.  | Bankruptcy Code Section 1125(e) .....                                 | 45                   |
| J.  | Bankruptcy Code Section 1145.....                                     | 45                   |
| K.  | Inconsistency.....  | 45                   |
| L.  | Avoidance and Recovery Actions .....                                  | 45                   |
| M.  | Expedited Determination .....   | <a href="#">4546</a> |
| N.  | Exemption from Transfer Taxes.....                                    | <a href="#">4546</a> |
| O.  | Notice of Entry of Confirmation Order and Relevant Dates .....        | 46                   |
| P.  | Termination of Professionals .....                                    | 46                   |
| Q.  | Interest and Attorneys Fees.....                                      | 46                   |
| R.  | Amendments .....  | <a href="#">4647</a> |
| S.  | Revocation or Withdrawal of the One Dot Six Plan .....                | 47                   |
| T.  | No Successor Liability .....  | 47                   |
| U.  | Allocation of Plan Distributions Between Principal and Interest ..... | <a href="#">4748</a> |
| V.  | Compliance with Tax Requirements .....                                | <a href="#">4748</a> |
| W.  | Rates.....  | 48                   |
| X.  | Binding Effect.....   | 48                   |
| Y.  | Successors and Assigns.....   | 48                   |
| Z.  | Time .....  | <a href="#">4849</a> |
| AA. | Severability .....  | <a href="#">4849</a> |
| BB. | Reservation of Rights.....  | 49                   |

## **INTRODUCTION**

U.S. Bank National Association and MAST Capital Management, LLC hereby propose the following plan pursuant to chapter 11 of the Bankruptcy Code for the resolution of claims against, and equity interests in, One Dot Six Corp., one of the Debtors in the above-captioned cases. This plan does not comprise a plan for, nor is it proposed with respect to, any other Debtor whose chapter 11 case is being jointly administered with the chapter 11 case of One Dot Six Corp.<sup>2</sup>

## **ARTICLE I.**

### **RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

#### *A. Rules Interpretation and Computation of Time*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the One Dot Six Plan in its entirety rather than to a particular portion of the One Dot Six Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Bankruptcy Code section 102 shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (i) the terms of the One Dot Six Plan are not intended to alter the terms of the Purchase Agreement in any way and, in the event of any inconsistency between the terms of the One Dot Six Plan and the Purchase Agreement, the terms of the Purchase Agreement shall control.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

#### *B. Defined Terms*

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

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<sup>2</sup> See Order Directing the Joint Administration of the Debtors’ Chapter 11 Cases [Docket No. 33].

1. “*Acquired Assets*” means the Assets of One Dot Six to be sold pursuant to the terms and conditions of the Purchase Agreement and the ~~Bid Procedures Order~~. Sale Order. For the avoidance of doubt, “Acquired Assets” shall include any and all claims held by One Dot Six against any other Debtor, including any and all claims for contribution, reimbursement and/or subrogation.

2. “*Administrative Claim*” means any right to payment constituting a cost or expense of administration of the Chapter 11 Case of One Dot Six under Bankruptcy Code sections 503(b), 507(a)(2) or 1114(e)(2), including, without limitation, (i) any actual and necessary expenses of preserving the One Dot Six Estate, (ii) any actual and necessary expenses of operating the businesses of One Dot Six, (iii) any indebtedness or obligations incurred or assumed by One Dot Six in connection with the conduct of its business from and after the Petition Date, (iv) One Dot Six Fee Claims, (v) any fees and charges assessed against the One Dot Six Estate under section 1930 of chapter 123 of title 28 of the United States Code, (vi) the Plan Proponent Fee Claims, and (vii) the Inc. Expense Reimbursement.

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

4. “*Allowed*” means, with respect to a Claim or Equity Interest, or any portion thereof, in any Class or category specified, a Claim or Equity Interest (i) that is evidenced by a Proof of Claim or Equity Interest to which no objection or request for estimation has been filed on or before any objection deadline set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court, (ii) that is listed on the Schedules but is not listed as disputed, contingent or unliquidated, that is not otherwise subject to an objection and as for which no contrary or superseding Proof of Claim or Equity Interest has been filed, (iii) as to which any objection has been settled, waived, withdrawn or overruled by a Final Order or (iv) that is expressly allowed (a) by a Final Order, (b) solely with respect to those Claims that are not pre-petition Claims and are not required under applicable bankruptcy law to be allowed pursuant to an order of the Bankruptcy Court, by an agreement between the holder of such Claim and One Dot Six pursuant to an agreement which was approved or otherwise permitted by a Final Order of the Bankruptcy Court or is an ordinary course agreement that, unless *de minimis* in nature, has been provided to and has not been objected to in writing by the Plan Proponents or (c) pursuant to the terms of the One Dot Six Plan regardless of whether an objection is pending or subsequently brought against such Claim or Equity Interest. For the avoidance of doubt, to the extent a Claim is not Allowed, such Claim is still subject to objection based upon potentially applicable rights of avoidance, setoff, subordination and any other defense.

5. “*Applicable Law*” means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

6. “*Assets*” means all of One Dot Six’s assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

7. “*Assumed Liabilities*” means the liabilities of One Dot Six assumed by the Purchaser pursuant to the Purchase Agreement, the Sale Order and the Confirmation Order.

8. “*Avoidance Actions*” means all Causes of Action of the One Dot Six Estate that arise under Bankruptcy Code sections 544, 545, 547, 548, 549, 550, 551 and/or 553.

9. “*Ballot*” means the ballot upon which holders of impaired Claims against, or Equity Interests in, One Dot Six entitled to vote indicated their acceptance or rejection of the One Dot Six Plan in accordance with the One Dot Six Plan and the procedures governing the solicitation process, and which must have been actually received on or before the Voting Deadline.

10. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

11. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of New York, or such other court having jurisdiction over the Chapter 11 Case of One Dot Six.

12. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Case of One Dot Six, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

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

14. “*Business*” means the Seller’s possession of certain rights to control, use and operate, on a nationwide basis, a wireless network providing service using 5 MHz of Spectrum in the 1670-1675 MHz band.

15. “*Business Day*” means any day, other than a Saturday, Sunday or “*legal holiday*” (as defined by Bankruptcy Rule 9006(a)).

16. “*Cash*” means cash and cash equivalents, in legal tender of the United States of America.

17. “*Causes of Action*” means all claims, rights, actions, causes of action (including Avoidance Actions), liabilities, obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or judgments, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, asserted or unasserted, arising in law, equity or otherwise, including intercompany claims.

18. “*Chapter 11 Cases*” means the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. “*Claim*” means any claim as defined in Bankruptcy Code section 101(5) against One Dot Six.

20. “*Claims Agent*” means Kurtzman Carson Consultants LLC, or any other Person approved by the Bankruptcy Court to act as the Debtors’ claims and noticing agent pursuant to 28 U.S.C. § 156(c).

21. “*Class*” means each category of Claims or Equity Interests established under Article III.A of the One Dot Six Plan pursuant to Bankruptcy Code sections 1122 and 1123(a).

22. “*Closing*” means the consummation of all transactions required to close the One Dot Six Sale, after satisfaction of all applicable conditions to Closing, as set forth in the Purchase Agreement.

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

24. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

25. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court, as it may be continued from time to time, to consider confirmation of the One Dot Six Plan.

26. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the One Dot Six Plan pursuant to Bankruptcy Code section 1129, which order may also authorize and direct One Dot Six to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date) pursuant to Bankruptcy Code sections 105(a), 365, 1123(b)(4), 1129, 1142(b) and 1146(b), in form and substance acceptable to the Purchaser and the Plan Proponents.

27. “*Cure Costs*” means the amount, if any, that One Dot Six contends is the amount needed to cure any defaults and pecuniary losses with respect to executory contracts and unexpired leases anticipated to be Designated Contracts.

28. “*Cure Dispute*” means a dispute regarding (i) any Cure Cost; (ii) the ability of One Dot Six or the Purchaser to demonstrate adequate assurance of future performance (within the meaning of Bankruptcy Code section 365) under any contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption.

29. “*Debtors*” means LightSquared Inc., LightSquared Investors Holdings Inc., One Dot Four Corp., One Dot Six Corp., SkyTerra Rollup LLC, SkyTerra Rollup Sub LLC, SkyTerra Investors LLC, TMI Communications Delaware, Limited Partnership, LightSquared GP Inc., LightSquared LP, ATC Technologies, LLC, LightSquared Corp., LightSquared Finance Co., LightSquared Network LLC, LightSquared Inc. of Virginia, LightSquared Subsidiary LLC, LightSquared Bermuda Ltd., SkyTerra Holdings (Canada) Inc., SkyTerra (Canada) Inc. and One Dot Six TVCC Corp.

30. “*Designated Contract*” has the meaning set forth in the Purchase Agreement.
31. “*Designated Representative*” means Eugene I. Davis and any successor thereto designated from time to time by the Plan Administrator to hold office and serve as the sole officer and director of reorganized One Dot Six.
32. “*DIP Agent*” means U.S. Bank National Association, in its capacity as administrative agent on behalf of the DIP Lenders under the DIP Credit Agreement.
33. “*DIP Claims*” means the Claims of the DIP Agent and the DIP Lenders arising under the DIP Credit Agreement, including, without limitation, all principal, interest, default interest and exit fees provided for thereunder.
34. “*DIP Credit Agreement*” means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), between One Dot Six Corp., as borrower, LightSquared, Inc., One Dot Four Corp. and One Dot Six TVCC Corp., as guarantors, the DIP Lenders, the DIP Agent and the other parties thereto.
35. “*DIP Lenders*” means the lenders and financial institutions from time to time party to the DIP Credit Agreement and defined as Lenders thereunder.
36. “*DIP Order*” means the Final Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507, (a) Authorizing Inc. Obligors to Obtain Postpetition Financing, (b) Granting Liens and Providing Superpriority Administrative Expense Status, (c) Granting Adequate Protection, and (d) Modifying Automatic Stay [Docket No. 224], as amended.
37. “*Disallowed Claim*” means a Claim, or such portion of a Claim, that has been disallowed by a Final Order.
38. “*Disbursing Agent*” means, for purposes of making distributions under the One Dot Six Plan, One Dot Six, the Plan Administrator or a designee thereof.
39. “*Disputed Claim*” means, as of any relevant date, (i) any Claim, or any portion thereof (a) that is not an Allowed Claim or Disallowed Claim as of the relevant date, or (b) for which a Proof of Claim has been timely filed with the Bankruptcy Court or a written request for payment has been made, to the extent that One Dot Six, the Disbursing Agent or any party in interest has interposed a timely objection or request for estimation, which objection or request for estimation has not been withdrawn or determined by a Final Order as of the relevant date, and (ii) any Intercompany Claim.
40. “*Disputed Claims Reserve*” means a reserve that may be established and maintained by the Disbursing Agent for the purpose of effectuating distributions to holders of Disputed Claims pending allowance or disallowance of such Claims in accordance with the One Dot Six Plan.



41. “*Distribution Account*” means an account maintained by the Disbursing Agent into which the Plan Consideration will be delivered and then distributed by the Disbursing Agent in accordance with the One Dot Six Plan.

42. “*Distribution Record Date*” means, with respect to all Classes, the third (3rd) Business Day after the date the Confirmation Order is entered by the Bankruptcy Court or such other date as shall be established by the Bankruptcy Court in (a) the Confirmation Order, or (b) upon request of One Dot Six or the Plan Proponents, a separate order of the Bankruptcy Court.

43. “*Effective Date*” means the first Business Day following the Confirmation Date selected by the Plan Proponents on which (a) all conditions specified in Article IX.A hereof have been either satisfied or waived pursuant to Article IX.B hereof and (b) no stay of the Confirmation Order is in effect.

44. “*Equity Interest*” means the interest (whether legal, equitable, contractual or other rights) of any holders of any class of equity securities of One Dot Six represented by shares of common or preferred stock or other instruments evidencing an ownership interest in One Dot Six, whether or not certificated, transferable, voting or denominated stock or a similar security, and any Claim or Cause of Action related to or arising from the foregoing, or any option, warrant or right, contractual or otherwise, to acquire any such interest in One Dot Six, including, without limitation, interests evidenced by membership or partnership interests, or other rights to purchase or otherwise receive any ownership interest and any right to payment or compensation based upon any such interest, whether or not such interest is owned by the holder of such right to payment or compensation.

45. “*Estimation Order*” means an order or orders of the Bankruptcy Court estimating for voting and/or distribution purposes (under Bankruptcy Code section 502(c)) the Allowed amount of any Claim, which order or orders may include the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

46. “*Existing Board*” means the board of directors, board of managers or similar governing entity of One Dot Six immediately prior to the Effective Date.

47. “*Expense Reimbursement Order*” means the Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and MAST Spectrum Acquisition Company LLC and Related Entities [Docket No. 880].

48. “*FCC*” means the Federal Communications Commission or any successor agency thereto.

49. “*FCC Application*” means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval of the Transfer of control of the Spectrum Lease Arrangement (including the Sublease) from Seller to Purchaser and/or a new spectrum lease arrangement to effectuate the assignment of the Spectrum Lease Agreement (including the Sublease) from Seller to Purchaser.

50. “*FCC Consent*” means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) consenting or confirming the consent, to the FCC Application.

51. “*FCC Final Order*” means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

52. “*FCC License*” means the license issued to OP LLC for the Spectrum.

53. “*Final Order*” means (a) an order or judgment of the Bankruptcy Court or any other court or adjudicative body as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or (b) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been taken or sought, such order of the Bankruptcy Court or any other court or adjudicative body shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; *provided*, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Bankruptcy Code section 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

54. “*General Disclosure Statement*” means the First Amended General Disclosure Statement filed by the Debtors [Docket No. 918].

55. “*Governmental Entity*” means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

56. “*Inc. Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including success fees) for legal, financial, advisory, accounting and other services and reimbursement of expenses, asserted against the Inc. Debtors, that are awardable and allowable under Bankruptcy Code section 328, 330(a) or 331 or otherwise rendered prior to the Confirmation Date by any Professional Persons in the Inc. Debtors’ Chapter 11 Cases that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional Person’s fees or expenses, or any professional fees payable pursuant to section 16(a) of the DIP Order, then those reduced or denied amounts shall no longer constitute Inc. Accrued Professional Compensation.

57. “*Inc. Debtors*” means LightSquared, Inc., One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

58. “*Inc. Expense Reimbursement*” shall have the meaning given to such term in the Expense Reimbursement Order.

59. “*Inc. Facility*” means the \$278,750,000 term loan facility under the Inc. Facility Credit Agreement.

60. “*Inc. Facility Affiliate Indebtedness*” means any and all existing, arising or acquired, directly or indirectly (including by participation), indebtedness, claims, debts, liabilities and obligations (including all principal, interest, premium, make-whole amounts, reimbursement obligations, fees, indemnities or expenses payable under the Inc. Facility Credit Agreement and any other instrument or agreement executed and delivered in connection therewith of LightSquared Inc. and the Inc. Facility Subsidiary Guarantors respectively owing to the Inc. Facility Affiliate Lenders under or pursuant to such agreements, whether direct or indirect, whether contingent or of any other nature, character, or description (which shall include all interest accrued or accruing after commencement of the Chapter 11 Cases in accordance with the rate specified in the Inc. Facility Credit Agreement or other applicable agreement executed in connection therewith, whether or not the claim for such interest is allowed as a claim in the Chapter 11 Cases), and any refinancings, renewals, refunding or extensions of such amounts.

61. “*Inc. Facility Affiliate Lenders*” means (i) Blue Line DZM Corp., (ii) Harbinger Capital Partners SP, Inc. and (iii) any holder of Inc. Facility Affiliate Indebtedness.

62. “*Inc. Facility Agent*” means U.S. Bank National Association, as successor administrative agent to UBS AG, Stamford Branch on behalf of the Inc. Facility Lenders under the Inc. Facility Credit Agreement.

63. “*Inc. Facility Credit Agreement*” means that certain Credit Agreement, dated as of July 1, 2011, by and among LightSquared, Inc., as borrower, the Inc. Facility Subsidiary Guarantors, the Inc. Facility Lenders and the Inc. Facility Agent (as may be amended, supplemented, amended and restated or otherwise modified from time to time).

64. “*Inc. Facility Lender Subordination Agreement*” means that certain Lender Subordination Agreement, dated as of March 29, 2012, between and among certain Affiliate Lenders and Non-Affiliate Lenders (each as defined in the Inc. Facility Lender Subordination Agreement), by which the Affiliate Lenders agreed to subordinate their Claims to the Claims of the Non-Affiliate Lenders.

65. “*Inc. Facility Lenders*” means the lenders and financial institutions from time to time party to the Inc. Facility Credit Agreement and defined as Lenders thereunder.

66. “*Inc. Facility Non-Affiliate Lenders*” means the Inc. Facility Lenders other than the Inc. Facility Affiliate Lenders.

67. “*Inc. Facility – One Dot Six Claims*” means the Inc. Facility – One Dot Six Guaranty Claims and the Inc. Facility – One Dot Six Subordinated Guaranty Claims.

68. “*Inc. Facility – One Dot Six Guaranty Claims*” means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement, but excluding any Inc. Facility – One Dot Six Subordinated Guaranty Claims.

69. “*Inc. Facility – One Dot Six Subordinated Guaranty Claims*” means any and all Claims against One Dot Six arising from or related to any guarantees under the Inc. Facility Credit Agreement that were subordinated to the Inc. Facility – One Dot Six Guaranty Claims pursuant to the Inc. Facility Lender Subordination Agreement.

70. “*Inc. Facility Prepayment Premium*” means the prepayment premium due and owing pursuant to section 2.10(g) of the Inc. Facility Credit Agreement.

71. “*Inc. Facility Subsidiary Guarantors*” means One Dot Four Corp., One Dot Six Corp. and One Dot Six TVCC Corp.

72. “*Inc. Fee Claim*” means a Claim against the Inc. Debtors under Bankruptcy Code section 328, 330(a), 331, 363 or 503 for Inc. Accrued Professional Compensation.

73. “*Insured Claim*” means any Claim for which One Dot Six or the holder of a Claim is entitled to indemnification, reimbursement, contribution or other payment under a policy of insurance wherein One Dot Six is an insured or beneficiary of the coverage.

74. “*Intercompany Claim*” means any Claim held by a Debtor against One Dot Six.

75. “*Lien*” means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

76. “*Material Adverse Effect*” means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or financial condition of the Business, or (ii) a material adverse effect on the ability of Seller to consummate the transactions contemplated by the Purchase Agreement and the agreements ancillary thereto; provided that changes, effects, events or conditions, to the extent arising or resulting from the following, shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect under the foregoing clause (i): (A) changes in general economic conditions or securities or financial markets that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (B) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); (C) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism, in each case that does not have a disproportionate effect on the Business

(relative to the effect on other Persons operating in the same industry as Seller); (D) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller); and (E) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

77. “*Notice of Effective Date*” means the notice of the occurrence of the Effective Date to be filed with the Bankruptcy Court and mailed, as necessary, to the holders of Claims against, and Equity Interests in, One Dot Six.

78. “*One Dot Six*” means *One Dot Six Corp.*

~~78~~79. “*One Dot Six Estate*” means the estate created for One Dot Six in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

~~79~~80. “*One Dot Six Fee Claim*” means the portion of the Inc. Fee Claims allocable to One Dot Six.

~~80~~81. “*One Dot Six General Unsecured Claim*” means any Unsecured Claim against One Dot Six Corp., other than an Administrative Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a One Dot Six Fee Claim, U.S. Trustee Fees, an Other Secured Claim, an Inc. Facility – One Dot Six Guaranty Claim, or an Inc. Facility – One Dot Six Subordinated Guaranty Claim but including, for the avoidance of doubt, any Intercompany Claim.

~~81~~82. “*One Dot Six Plan*” means this chapter 11 plan, including all exhibits, supplements, appendices, and schedules hereto, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time (but solely in accordance with the terms hereof), in form and substance acceptable to the Purchaser and the Plan Proponents.

~~82~~83. “*One Dot Six Sale*” means the sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1145 and 1146(a) under the terms and conditions of the Purchase Agreement, free and clear of any Claims, Liens, interests, or encumbrances.

~~83~~84. “*One Dot Six Sale Proceeds*” means all Cash proceeds, if any, and other consideration aside from Assumed Liabilities deliverable to the One Dot Six Estate from the One Dot Six Sale in accordance with the Purchase Agreement to be distributed to the holders of Allowed Claims in accordance with the terms of the One Dot Six Plan.

~~84~~85. “*One Dot Six Specific Disclosure Statement*” means the Specific Disclosure Statement for the Chapter 11 Plan for One Dot Six Corp. Proposed by U.S. Bank National Association and MAST Capital Management, LLC [Docket No. 914].

~~85~~86. “*Other Secured Claim*” means any Secured Claim against One Dot Six other than (a) a DIP Claim, (b) an Inc. Facility – One Dot Six Guaranty Claim or (c) an Inc. Facility – One Dot Six Subordinated Guaranty Claim.

~~86~~87. “*Person*” means a person as defined in Bankruptcy Code section 101(41).

~~8788~~. “*Petition Date*” means May 14, 2012, the date on which the Debtors commenced the Chapter 11 Cases.

~~8889~~. “*Plan Administrator*” means Pirinate Consulting Group LLC and any successor thereto.

~~8990~~. “*Plan Consideration*” means the (a) One Dot Six Sale Proceeds less the amount of Cash necessary to fund the Wind Down Reserve and (b) the Retained Assets (or the proceeds thereof).

~~9091~~. “*Plan Distribution*” means a payment or distribution to holders of Allowed Claims against One Dot Six under the One Dot Six Plan.

~~9192~~. “*Plan Distribution Date*” means, with respect to any Claim (a) the Effective Date or a date that is as soon as reasonably practicable and permissible after the Effective Date, if such Claim is then an Allowed Claim, or (b) if not Allowed on the Effective Date, a date that is as soon as reasonably practicable and permissible after the date such Claim becomes Allowed.

~~9293~~. “*Plan Documents*” means the documents, other than the Plan and Purchase Agreement, to be executed, delivered, assumed, and/or performed in connection with the consummation of the One Dot Six Plan, including, without limitation, the Schedule of Assumed Executory Contracts and Unexpired Leases, each of which shall be in form and substance acceptable to the Plan Proponents and the Purchaser and filed with the Bankruptcy Court as specified in the One Dot Six Plan.

~~9394~~. “*Plan Proponent Fee Claims*” means all Claims for the reasonable out-of-pocket expenses incurred by the Plan Proponents.

~~9495~~. “*Plan Proponents*” means MAST Capital Management, LLC and U.S. Bank National Association.

~~9596~~. “*Priority Non-Tax Claim*” means any Claim other than an Administrative Claim, a One Dot Six Fee Claim or a Priority Tax Claim, entitled to priority in right of payment under Bankruptcy Code section 507(a).

~~9697~~. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in Bankruptcy Code section 507(a)(8).

~~9798~~. “*Professional Person*” means all Persons retained by order of the Bankruptcy Court in connection with the Chapter 11 Cases, pursuant to Bankruptcy Code sections 327, 328, 330 or 1103, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

~~9899~~. “*Proof of Claim*” means a proof of Claim that must be filed against One Dot Six by the deadline, if any, designated by the Bankruptcy Court as the deadline for filing proofs of Claim against One Dot Six.



~~99~~100. “*Pro Rata*” means the proportion that an Allowed Claim against, or Equity Interest in, One Dot Six in a particular Class bears to the aggregate amount of Allowed Claims or Equity Interests in that Class, or the proportion that Allowed Claims or Equity Interests in a particular Class bear to the aggregate amount of Allowed Claims or Equity Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Equity Interests under the One Dot Six Plan.

~~100~~101. “*Purchase Agreement*” means that certain Purchase Agreement by and between One Dot Six Corp. and MAST Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees, pursuant to which, among other things, the Purchaser will acquire the Acquired Assets.

~~101~~102. “*Purchaser*” means MAST Spectrum Acquisition Company LLC, and/or one or more of its affiliates or designees.

~~102~~103. “*Released Parties*” means (a) One Dot Six, (b) the Plan Proponents, (c) the Purchaser, (d) each Inc. Facility Non-Affiliate Lender, (e) the Inc. Facility Agent, (f) each DIP Lender, (g) the DIP Agent, (h) the Plan Administrator, (i) the Designated Representative and (j) the present and former directors, officers, managers, agents, successors, assigns, attorneys, accountants, consultants, investment bankers, bankruptcy and restructuring advisors and financial advisors of each of the foregoing, in each case solely in their capacity as such; *provided, however*, that neither the Purchaser nor One Dot Six shall be deemed to be a Released Party as against one another with respect to each such party’s right to enforce the Purchase Agreement against the other party.

~~103~~104. “*Retained Assets*” means the Assets of One Dot Six that are excluded from the One Dot Six Sale pursuant to the terms and conditions of the Purchase Agreement.

~~104~~105. “*Sale Order*” means an order of the Bankruptcy Court approving the Purchase Agreement and all transactions required to close the One Dot Six Sale under Bankruptcy Code sections 105, 363, 365 and/or 1129, which order may, for the avoidance of doubt, be the Confirmation Order, and may direct One Dot Six to execute the Purchase Agreement and perform thereunder.

~~105~~106. “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means a schedule of the contracts and leases to be assumed by One Dot Six pursuant to Article VIII.A.1 of the One Dot Six Plan and assigned to the Purchaser, the initial version of which was filed with the Bankruptcy Court by One Dot Six on November 22, 2013 [Docket No. 1038], as the same may be amended or modified from time to time.

~~106~~107. “*Schedules*” mean, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs filed by One Dot Six pursuant to Bankruptcy Code section 521 and in substantial accordance with the Official Bankruptcy Forms as the same may have been amended, modified or supplemented from time to time.

~~107~~108. “*Secured Claim*” means a Claim, either as set forth in the One Dot Six Plan, as agreed to by the holder of such Claim and One Dot Six, or the Plan Administrator, as



applicable, the Plan Proponents or as determined by a Final Order in accordance with Bankruptcy Code sections 506(a) and 1111(b): (a) that is secured by a valid, perfected and enforceable Lien on Collateral, to the extent of the value of the Claim holder's interest in such Collateral as of the Confirmation Date; or (b) to the extent that the holder thereof has a valid right of setoff pursuant to Bankruptcy Code section 553.

~~108~~109. “*Seller*” means One Dot Six Corp., a Delaware corporation.

~~109~~110. “*Solicitation Procedures* ~~Order~~*Orders*” means the (i) Order (I) Approving Disclosure Statements, (II) Approving Solicitation and Notice Procedures with Respect to Confirmation of Competing Plans, (III) Approving Forms of Various Ballots and Notices in Connection Therewith, (IV) Approving Scheduling of Certain Dates in Connection with Confirmation of Competing Plans, and (V) Granting Related Relief [Docket No. 936]- and (ii) Order (A) Conditionally Approving Specific Disclosure Statements, (B) Approving Solicitation and Notice Procedures in Connection with Voting on Certain Chapter 11 Plans, (C) Approving Form of Ballot and Notices in Connection Therewith, (D) Scheduling Certain Dates and Deadlines in Connection with Confirmation of All Competing Chapter 11 Plans, and (E) Granting Related Relief [Docket No. \_\_\_\_].

111. “*Special Committee*” means the special committee of the board of directors of LightSquared Inc. and LightSquared GP Inc.

~~110~~112. “*Specified Regulatory Approvals*” has the meaning given to such term in the Purchase Agreement.

~~111~~113. “*Spectrum*” means those certain nationwide spectrum rights for 5 MHz in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

~~112~~114. “*Spectrum Lease Agreement*” means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007, and (iii) the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

~~113~~115. “*Spectrum Lease Arrangement*” means the long term de facto transfer lease of the Spectrum from OP LLC to One Dot Six assigned Lease ID L000007295 by the FCC.

~~114~~116. “*Sublease*” means the Long-Term De Facto Transfer Sublease Agreement dated August 13, 2008 by and between OP LLC and One Dot Six (as assignee of TVCC One Six Holdings LLC).

~~115~~117. “*Substantial Service Deadline*” means October 1, ~~2013~~2015, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

~~116~~118. “*Transfer*” means sell, convey, assign, transfer and deliver.

~~117~~119. “*Unclassified Claims*” means Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees and Priority Tax Claims against One Dot Six.

~~118~~120. “*U.S. Trustee*” means the Office of the U.S. Trustee for Region 2, Southern District of New York.

~~119~~121. “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717, each as determined by the Bankruptcy Court at the Confirmation Hearing.

~~120~~122. “*Voting Deadline*” means December 30, 2013 at 4:00 p.m. (prevailing Pacific Time).

~~121~~123. “*Wind Down*” means the wind down of One Dot Six in accordance with the One Dot Six Plan, as more fully set forth in Article VI.I herein.

~~122~~124. “*Wind Down Reserve*” has the meaning set forth in Article V.A of the One Dot Six Plan.

## ARTICLE II.

### PROVISIONS FOR THE TREATMENT OF UNCLASSIFIED CLAIMS

#### A. *Unclassified Claims*

As provided by Bankruptcy Code section 1123(a)(1), Administrative Claims, One Dot Six Fee Claims, U.S. Trustee Fees, DIP Claims and Priority Tax Claims against One Dot Six shall not be classified under the One Dot Six Plan, and shall instead be treated separately as Unclassified Claims on the terms set forth in this Article II. Holders of such Claims are not entitled to vote on the One Dot Six Plan.

#### B. *Administrative Claims*

##### 1. Time for Filing Administrative Claims

Each holder of an Administrative Claim, other than (i) a One Dot Six Fee Claim, (ii) a liability incurred and payable in the ordinary course of business by One Dot Six (and not past due), (iii) an Administrative Claim that has become an Allowed Claim on or before the Effective Date, or (iv) any claim by the Purchaser for payment of the Inc. Expense Reimbursement must file with the Bankruptcy Court and serve on (a) One Dot Six, (b) the Office of the U.S. Trustee, and (c) the Plan Proponents notice of such Administrative Claim within thirty (30) days after service of the Notice of Effective Date. Such notice of Administrative Claim must include, at a minimum, (i) the name of the holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) a detailed description of the basis for the Administrative Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**

2. Allowance of Administrative Claims

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Article II.B.1 of the One Dot Six Plan shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days after the later of (i) the date of service of the applicable notice of Administrative Claim, or (ii) such later date as may be (a) agreed to by the holder of such Administrative Claim or (b) approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such thirty (30) day period (or any extension thereof) and is not otherwise resolved, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. For the avoidance of doubt, any claim by the Purchaser for the Inc. Expense Reimbursement shall be deemed an Allowed Administrative Claim in accordance with the Expense Reimbursement Order and the DIP Order, and the Purchaser shall not be required to file any notice of Administrative Claim in accordance with Article II.B.1 of the One Dot Six Plan or any other Proof of Claim or administrative expense in respect of any Claim for the Inc. Expense Reimbursement.

3. Payment of Allowed Administrative Claims

On the Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive, (i) the amount of such holder's Allowed Administrative Claim in one payment of Plan Consideration in the form of Cash (to the extent not previously paid by One Dot Six) or (ii) such other treatment as may be agreed upon in writing by One Dot Six (or, if after the Effective Date, the Disbursing Agent), the Purchaser, and such holder; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; *provided, further*, that an Administrative Claim representing a liability incurred in the ordinary course of business of One Dot Six may be paid by One Dot Six (or, if after the Effective Date, the Disbursing Agent) in the ordinary course of business; *provided, further*, that the Inc. Expense Reimbursement shall be paid in accordance with the terms of the Expense Reimbursement Order and the DIP Order; and *provided, further*, that any Allowed Administrative Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan (and, to the extent that amounts deposited in the reserve established pursuant to Article VII.E.2 of the One Dot Six Plan are insufficient to pay such Allowed Administrative Claim, One Dot Six may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim).

4. Plan Proponent Fee Claims

Plan Proponent Fee Claims shall be paid in full in Plan Consideration in the form of Cash on the Effective Date for all reasonable fees and expenses incurred up to the Effective Date (to the extent not previously paid), subject to the prior receipt by One Dot Six of invoices and reasonable documentation in connection therewith and without the requirement to file a fee application with the Bankruptcy Court. In the event that One Dot Six disputes any portion of the Plan Proponent Fee Claims, One Dot Six shall pay the undisputed amount of such Plan Proponent Fee Claims, and segregate the remaining portion of such Plan Proponent Fee Claims until such dispute is resolved by the parties or by the Bankruptcy Court.

*C. Professional Compensation*

Each Professional Person asserting a One Dot Six Fee Claim for services rendered before the Effective Date must file with the Bankruptcy Court and serve on all parties required to receive notice, an application for final allowance of such One Dot Six Fee Claim no later than forty (40) days after the Effective Date.

Each holder of a One Dot Six Fee Claim that has been Allowed by Final Order shall receive, in full satisfaction of such Allowed One Dot Six Fee Claim, (i) on the date such One Dot Six Fee Claim becomes an Allowed One Dot Six Fee Claim, or as soon thereafter as is practicable, Plan Consideration in the form of Cash or (ii) such other treatment as may be agreed to by the holder of an Allowed One Dot Six Fee Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent), and the Purchaser; *provided* that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such Allowed One Dot Six Fee Claim.

*D. U.S. Trustee Fees*

The Disbursing Agent, on behalf of One Dot Six, shall pay all outstanding U.S. Trustee Fees of One Dot Six on an ongoing basis on the later of: (i) the Effective Date; and (ii) the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. Any deadline for filing Administrative Claims shall not apply to U.S. Trustee Fees.

*E. DIP Claims*

All DIP Claims shall be Allowed and deemed to be Allowed Claims in the ~~full~~-amount ~~due and owing under the DIP Credit Agreement~~ of \$110.6 million as of October 31, 2014, which Allowed amount includes all outstanding principal, interest, default interest and fees, plus all accrued expenses. In full satisfaction of such DIP Claims, the Purchaser shall contribute all DIP Claims to the purchase price paid for the Acquired Assets pursuant to the Purchase Agreement.

*F. Priority Tax Claims*

Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of such Allowed Priority Tax Claim: (a) Plan Consideration in the form of Cash in the amount of such Allowed Priority Tax Claim (to the extent not previously paid by One Dot Six) on the later of (i) the applicable Plan Distribution Date and (ii) as soon as practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim or (b) such other treatment as may be agreed to by such holder of an Allowed Priority Tax Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser; *provided*, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Priority Tax Claim.

**ARTICLE III.**

**CLASSIFICATION AND TREATMENT  
OF CLASSIFIED CLAIMS AND EQUITY INTERESTS**

*A. Summary*

The following table designates the Classes of Claims and Equity Interests, and specifies which Classes are: (i) impaired or unimpaired by the One Dot Six Plan; (ii) entitled to vote to accept or reject the One Dot Six Plan in accordance with Bankruptcy Code section 1126; (iii) deemed to accept the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f); and (iv) deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g).

| <u>Class</u> | <u>Claim</u>   | <u>Status</u> | <u>Voting Rights</u> |
|--------------|--|---------------|----------------------|
| Class 1      | Priority Non-Tax Claims                                  | Unimpaired    | Deemed to Accept     |
| Class 2      | Other Secured Claims                                     | Unimpaired    | Deemed to Accept     |
| Class 3      | Inc. Facility – One Dot Six Guaranty Claims              | Impaired      | Entitled to Vote     |
| Class 4      | Inc. Facility – One Dot Six Subordinated Guaranty Claims | Impaired      | Deemed to Reject     |
| Class 5      | One Dot Six General Unsecured Claims                     | Impaired      | Deemed to Reject     |
| Class 6      | Equity Interests   | Impaired      | Deemed to Reject     |

*B. Classification of Claims and Equity Interests*

Pursuant to Bankruptcy Code section 1122, the One Dot Six Plan classifies all Claims against, and Equity Interests in, One Dot Six. A Claim or Equity Interest is placed in a particular Class for purposes of voting on the One Dot Six Plan, to the extent applicable, and receiving distributions pursuant to the One Dot Six Plan, to the extent applicable, only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, Priority Tax Claims and U.S. Trustee Fees have not been classified.

*C. Classes of Claims and Equity Interests*

1. Class 1—Priority Non-Tax Claims

(a) *Classification:* Class 1 consists of all Priority Non-Tax Claims against One Dot Six.

(b) *Treatment*: The legal, equitable and contractual rights of the holders of Allowed Class 1 Claims are unaltered. Unless otherwise agreed to by a holder of an Allowed Class 1 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 1 Claim shall receive, in full and final satisfaction of such Allowed Class 1 Claim, Plan Consideration in the form of Cash in an amount equal to such Allowed Claim.

(c) *Voting*: Class 1 is unimpaired, and holders of Class 1 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 1 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

2. Class 2—Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims against One Dot Six.

(b) *Treatment*: Unless otherwise agreed to by a holder of an Allowed Class 2 Claim, One Dot Six (or, if after the Effective Date, the Disbursing Agent) and the Purchaser, each holder of an Allowed Class 2 Claim shall receive, at the election of the Plan Proponents or the Plan Administrator, as applicable:

- (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Other Secured Claim; or
- (ii) Such other treatment that will render the Other Secured Claim unimpaired pursuant to Bankruptcy Code section 1124.

Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until (A) full and final payment of such Allowed Other Secured Claim is made as provided herein or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect.

(c) *Voting*: Class 2 is unimpaired, and holders of Class 2 Claims are conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Class 2 Claims are not entitled to vote to accept or reject the One Dot Six Plan.

3. Class 3—Inc. Facility – One Dot Six Guaranty Claims

(a) *Classification*: Class 3 consists of all Inc. Facility – One Dot Six Guaranty Claims against One Dot Six.

(b) *Allowance*: Inc. Facility – One Dot Six Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$208,645,789.92 as of the



Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date, (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Guaranty Claims, and (iii) fees and expenses payable to the Inc. Facility Agent from the Petition Date through and including the Effective Date, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any ~~Entity~~entity.

(c) *Treatment:* Each holder of an Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claim will receive on account of its Class 3 Inc. Facility – One Dot Six Guaranty Claim its Pro Rata Share of Plan Consideration (if any) remaining after (A) payment in full of Unclassified Claims pursuant to Article II and (B) payment in full of Priority Non-Tax Claims and Other Secured Claims pursuant to Article III.C.1 and Article III.C.2 of the One Dot Six Plan, respectively; *provided, however,* that the holders of Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claims shall contribute to the Purchaser \$1 in Inc. Facility-One Dot Six Guaranty Claims, which Claims shall be used by the Purchaser to partially fund the purchase price for the Acquired Assets under the Purchase Agreement, in exchange for which holders of Allowed Class 3 Inc. Facility – One Dot Six Guaranty Claims shall receive an interest in the Purchaser.

(d) *Voting:* Class 3 is impaired, and holders of Class 3 Claims are entitled to vote to accept or reject the One Dot Six Plan.

4. Class 4—Inc. Facility – One Dot Six Subordinated Guaranty Claims

(a) *Classification:* Class 4 consists of all Inc. Facility – One Dot Six Subordinated Guaranty Claims against One Dot Six.

(b) *Allowance:* Inc. Facility – One Dot Six Subordinated Guaranty Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$113,557,696.10 as of the Petition Date, plus (i) interest, including all default interest thereon, payable from the Petition Date through and including the Effective Date and (ii) the Inc. Facility Prepayment Premium allocable to the Inc. Facility – One Dot Six Subordinated Guaranty Claims, which Allowed Claims shall not be subject to any avoidance, setoff, allowance, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under applicable law by any ~~Entity~~entity.

(c) *Treatment:* Holders of Class 4 Inc. Facility – One Dot Six Subordinated Guaranty Claims will not receive any recovery on account of such Claims.

(d) *Voting:* Class 4 is impaired, and holders of Class 4 Claims are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 4 Claims are not entitled to vote to accept or reject the One Dot Six Plan.



5. Class 5—One Dot Six General Unsecured Claims
- (a) *Classification:* Class 5 consists of all One Dot Six General Unsecured Claims held against One Dot Six.
- (b) *Treatment:* Holders of Class 5 One Dot Six General Unsecured Claims will not receive any recovery on account of such Claims.
- (c) *Voting:* Class 5 is impaired, and holders of Class 5 Claims are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 5 Claims are not entitled to vote to accept or reject the One Dot Six Plan.
6. Class 6—Equity Interests
- (a) *Classification:* Class 6 consists of all Equity Interests.
- (b) *Treatment:* Holders of Class 6 Equity Interests will not receive any recovery on account of such Equity Interests.
- (c) *Voting:* Class 6 is impaired, and holders of Class 6 Equity Interests are deemed to reject the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Class 6 Equity Interests are not entitled to vote to accept or reject the One Dot Six Plan.

#### **ARTICLE IV.**

#### **ACCEPTANCE OR REJECTION OF THE ONE DOT SIX PLAN**

*A. Presumed Acceptance of the One Dot Six Plan*

Classes 1 and 2 are unimpaired under the One Dot Six Plan, and are therefore conclusively presumed to have accepted the One Dot Six Plan pursuant to Bankruptcy Code section 1126(f).

*B. Presumed Rejection of the One Dot Six Plan*

Classes 4, 5 and 6 are impaired under the One Dot Six Plan and are not receiving any recovery under the One Dot Six Plan. Therefore, such Classes are conclusively presumed to have rejected the One Dot Six Plan pursuant to Bankruptcy Code section 1126(g).

*C. Voting Classes*

Class 3 is impaired under the One Dot Six Plan, and holders of Claims in Class 3 shall be entitled to vote to accept or reject the One Dot Six Plan.

*D. Acceptance by Impaired Classes of Claims*

Pursuant to Bankruptcy Code section 1126(c) and except as otherwise provided in Bankruptcy Code section 1126(e), an impaired Class of Claims entitled to vote to accept or reject the One Dot Six Plan has accepted the One Dot Six Plan if the holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the One Dot Six Plan.

*E. Nonconsensual Confirmation*

If all applicable requirements for confirmation of the One Dot Six Plan are met as set forth in Bankruptcy Code section 1129(a), except subsection (8) thereof, the One Dot Six Plan shall be treated as a request that the Bankruptcy Court confirm the One Dot Six Plan in accordance with Bankruptcy Code section 1129(b), notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the One Dot Six Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the One Dot Six Plan.

*F. Elimination of Vacant Classes*

Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the One Dot Six Plan for purposes of voting to accept or reject the One Dot Six Plan and for purposes of determining acceptance or rejection of the One Dot Six Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

**ARTICLE V.**

**MEANS FOR IMPLEMENTATION OF THE ONE DOT SIX PLAN**

*A. One Dot Six Plan Funding*

Plan Distributions shall be made from Plan Consideration (which excludes, for the avoidance of doubt, Cash in the Wind Down Reserve) as of the Effective Date. Such Plan Consideration shall be used to satisfy the obligations of One Dot Six with regards to payment of Allowed Claims against One Dot Six under the One Dot Six Plan, in accordance with the terms hereof. The issuance or delivery of any Plan Distributions that are securities shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

On the Effective Date, Cash from the One Dot Six Sale Proceeds in such amount as may be either (a) mutually agreed by the Purchaser and One Dot Six or (b) ordered by the Bankruptcy Court, shall be deposited in a segregated account to be held by One Dot Six (the “*Wind Down Reserve*”), which proceeds shall be used to provide funding for reasonable expenses incurred or accrued by One Dot Six on or after the Effective Date that are directly related to the Wind Down, including, without limitation, professional fees and expenses incurred by One Dot Six in connection therewith. For the avoidance of doubt, the Purchaser shall not be responsible for the payment of any expenses associated with the Wind Down in the event that the Wind Down Reserve is insufficient to pay such expenses.

*B. The One Dot Six Sale*

The Confirmation Order or the Sale Order, as applicable, shall approve a sale of the Acquired Assets under Bankruptcy Code sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) pursuant to a sale process under the terms and conditions of the Purchase Agreement and the Bid Procedures Order free and clear of any Claims, Liens, interests, or encumbrances. The One Dot Six Sale Proceeds shall include a Cash component in an amount sufficient for the Disbursing Agent to make all Plan Distributions required to be in the form of Cash, and for One Dot Six to fund the Wind Down Reserve and Disputed Claims Reserves. Upon entry of the Confirmation Order or Sale Order, as applicable, One Dot Six shall be (a) authorized to, among other things, sell, assume, assign and/or transfer the Acquired Assets, subject to applicable law and the terms and conditions of the Purchase Agreement (including, without limitation, receipt of the Specified Regulatory Approvals to the extent applicable), and take any and all actions necessary to consummate the One Dot Six Sale; and (b) authorized and directed to execute the Purchase Agreement (to the extent not executed as of the Confirmation Date). Actions necessary to consummate the One Dot Six Sale may include, among others, (a) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, rights, liability, duty or obligation on terms consistent with the terms of the Purchase Agreement and the One Dot Six Plan and having such other terms to which One Dot Six and the Purchaser may agree and (b) all other actions that are necessary and appropriate in connection with such transactions, including making such filings or recordings that may be required by or appropriate under applicable state law. Nothing in the One Dot Six Plan, Confirmation Order or Sale Order, as applicable, authorizes the transfer or assignment of the Acquired Assets to the Purchaser without the Purchaser's compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of such Assets.

*C. Distribution Account*

The Distribution Account shall be established to receive on the Effective Date the Plan Consideration, which shall vest in the Distribution Account on the Effective Date free and clear of any and all claims, encumbrances, or interests in accordance with Bankruptcy Code section 1141, but subject to the rights of holders of Claims, as and to the extent applicable, to obtain the distributions provided for in the One Dot Six Plan. Upon the distribution of all Plan Consideration in the Distribution Account, the Distribution Account shall be extinguished. In the event that any Cash remains in the Distribution Account after all distributions required to be made in Cash pursuant to the terms hereof have been made, any such remaining Cash shall revert back to the Purchaser.

*D. Cancellation of Existing Securities and Agreements*

Except for the purpose of evidencing a right to distribution under the One Dot Six Plan, and except as otherwise set forth herein, on the Effective Date all agreements, instruments, and other documents evidencing any Claim against, or Equity Interest in, One Dot Six and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect solely as such agreements, instruments and other documents relate to One Dot Six. Notwithstanding the foregoing, (i) the applicable provisions of the DIP Credit Agreement shall continue in effect as to One Dot Six solely for the purpose of permitting the DIP Agent and/or

the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed DIP Claims and to effectuate any charging Liens permitted under the DIP Credit Agreement, and to assert any rights the holders of Allowed DIP Claims may have with respect to any obligation owed on account of such Claims by a Person other than One Dot Six including the other Inc. Debtors, (ii) the applicable provisions of the Inc. Facility Credit Agreement shall continue in effect as to One Dot Six solely for the purposes of permitting the Inc. Facility Agent and/or the Disbursing Agent to make distributions pursuant to the One Dot Six Plan on account of Allowed Inc. Facility – One Dot Six Claims and to effectuate any charging Liens permitted under the Inc. Facility Credit Agreement, and (iii) the DIP Credit Agreement and the Inc. Facility Credit Agreement shall continue to exist with respect to any obligation owed on account of Claims arising thereunder by a Person other than One Dot Six including the other Inc. Debtors, including, without limitation, in respect of amounts owed to the DIP Agent, the DIP Lenders, the Inc. Facility Agent, the Inc. Facility Lenders or any beneficiary of rights to subrogation, reimbursement or contribution in connection with the DIP Claims or the Inc. Facility – One Dot Six Claims. Except as otherwise set forth herein, the holders of or parties to such instruments, securities and other documentation will have no rights as against One Dot Six arising from or relating to such instruments, securities and other documentation, except the rights provided for pursuant to the One Dot Six Plan.

*E. Comprehensive Settlement of Claims and Controversies*

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the One Dot Six Plan, the provisions of the One Dot Six Plan will constitute a good-faith compromise and settlement of all claims or controversies relating to the rights (including any subordination rights) that a holder of a Claim against, or Equity Interest in, One Dot Six may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the One Dot Six Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are: (a) in the best interests of One Dot Six and the One Dot Six Estate and property, and of holders of Claims or Equity Interests; and (b) fair, equitable and reasonable. Nothing in the One Dot Six Plan shall in any way impair the ability of One Dot Six to assert any claims against any other Debtor, which claims shall include, for the avoidance of doubt, claims for contribution, reimbursement and/or subrogation against any other Debtor.

*F. Continued Corporate Existence; Directors and Officers; Dissolution of Reorganized One Dot Six*

One Dot Six shall continue to exist as One Dot Six after the Effective Date in accordance with the laws of the State of Delaware and pursuant to the certificate of incorporation and by-laws in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws are amended under the One Dot Six Plan, for the limited purpose of distributing the Plan Consideration. From and after the Effective Date, the positions of the current directors and officers of One Dot Six shall be eliminated, and the Designated Representative shall serve as the sole officer and sole director of reorganized One Dot Six. As soon as practicable after the Plan Administrator makes the final distribution of Plan Consideration under the One Dot Six Plan, the

Plan Administrator shall (a) effectuate the dissolution of One Dot Six in accordance with the laws of the State of Delaware and (b) and cause its Designated Representative to resign as the sole officer and sole director of reorganized One Dot Six.

*G. Corporate Governance*

From and after the Effective Date, One Dot Six shall be managed and administered by the Plan Administrator, who shall have full authority to administer the provisions of the One Dot Six Plan and the Purchase Agreement, subject to the terms of the Purchase Agreement. The Plan Administrator may, subject to the terms of the Purchase Agreement, take any actions contemplated by the One Dot Six Plan or the Purchase Agreement on behalf of One Dot Six to the extent permitted by the articles of incorporation, by-laws, or similar organizational documents of One Dot Six in place as of the Effective Date.

*H. Wind Down of One Dot Six and the One Dot Six Estate*

1. The Plan Administrator shall oversee the Wind Down, subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan, and shall make distributions of Plan Consideration to holders of Allowed Claims against One Dot Six consistent and in accordance with the One Dot Six Plan and the Confirmation Order. Neither the Plan Administrator nor One Dot Six shall be required to post a bond in favor of the United States.

2. Following the Effective Date, One Dot Six shall not engage in any business activities or take any actions, except those necessary to effectuate the One Dot Six Plan, the Wind Down and compliance with its obligations under the Purchase Agreement. On and after the Effective Date, the Plan Administrator may take such actions and settle and compromise Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than any restrictions expressly imposed by the One Dot Six Plan, the Confirmation Order and/or the Purchase Agreement.

*I. Power and Authority of the Plan Administrator*

The Plan Administrator shall have the power and authority to perform the following acts on behalf of One Dot Six, in addition to any powers granted by law or conferred by any other provision of the One Dot Six Plan and orders of the Bankruptcy Court, but in each case subject to the terms and conditions of the Purchase Agreement and the One Dot Six Plan: (i) take all steps and execute all instruments and documents necessary to make or assist the Disbursing Agent in making distributions to holders of Allowed Claims and Allowed Equity Interests; (ii) object to Claims and Equity Interests as provided in the One Dot Six Plan and prosecute such objections; (iii) resolve, compromise and/or settle any objections to the amount, validity, priority, treatment, or allowance of Claims or Equity Interests; (iv) seek an estimation of contingent or unliquidated claims under Bankruptcy Code section 502(c); (v) comply with the One Dot Six Plan and the obligations hereunder; (vi) if necessary, employ, retain, or replace professionals to assist One Dot Six in compliance with its obligations under the Purchase Agreement and/or the Wind Down; (vii) establish, replenish or release reserves as provided in the One Dot Six Plan, as applicable; (viii) take all actions necessary or appropriate to enforce One Dot Six's rights under the Purchase Agreement and any related document and to fulfill, comply with or otherwise

satisfy One Dot Six's covenants, agreements and obligations under the Purchase Agreement and any related document; (ix) make all determinations on behalf of One Dot Six under the Purchase Agreement; (x) prepare and file applicable tax returns for One Dot Six; (xi) liquidate any of the Retained Assets and distribute the proceeds as Plan Consideration in accordance with the terms of this One Dot Six Plan; (xii) deposit funds of the One Dot Six Estate, draw checks and make disbursements consistent with the terms of the One Dot Six Plan; (xiii) purchase or continue insurance protecting One Dot Six and property of the One Dot Six Estate; (xiv) seek entry of a final decree in the Chapter 11 Case of One Dot Six at the appropriate time; (xv) dissolve reorganized One Dot Six; (xvi) prosecute, resolve, compromise and/or settle any litigation, including any Avoidance Actions that are not Acquired Assets; (xvii) abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization (as such term is described in Internal Revenue Code section 501(c)(3) (whose contributions are deductible under Internal Revenue Code section 170)) of the Plan Administrator's choice, any One Dot Six Estate Assets that are of no material benefit; and (xviii) take such other action as the Plan Administrator may determine to be necessary or desirable to carry out the purpose of the One Dot Six Plan and/or consummation of the One Dot Six Sale in accordance with the Purchase Agreement.

*J. Assumed Liabilities*

In accordance with the terms of the Purchase Agreement, upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, the Purchaser shall be responsible for payment and satisfaction of all Assumed Liabilities. Upon and after the Closing of the One Dot Six Sale pursuant to the Purchase Agreement, all Persons holding Claims against, and Equity Interests in, One Dot Six arising out of or concerning an Assumed Liability, shall be forever barred, estopped and permanently enjoined from asserting against One Dot Six and any of its property, such Claims or Equity Interests, as applicable. The Purchaser is not assuming, and shall not become liable for the payment or performance of, any liabilities or other obligations of One Dot Six of any nature whatsoever, whether accrued or unaccrued, other than the Assumed Liabilities.

*K. Release of Liens*

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the One Dot Six Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the One Dot Six Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the One Dot Six Estate shall be fully released and discharged solely as to One Dot Six, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to reorganized One Dot Six or be transferred to the Purchaser, as applicable. For the avoidance of doubt, the Liens securing the Inc. Facility – One Dot Six Guaranty Claims and/or the Inc. Facility – One Dot Six Subordinated Guaranty Claims, the Liens securing such Claims shall nevertheless be released and discharged solely as to One Dot Six on the Effective Date in accordance with the terms hereof.



*L. Cancellation of Certain Existing Security Interests*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to One Dot Six any Collateral or other property of One Dot Six held by such holder, and any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or lis pendens; *provided, however*, any such Collateral that is an Acquired Asset received by One Dot Six from the holder of such Allowed Claim shall be delivered promptly to the Purchaser following the Closing.

*M. Corporate Action*

1. One Dot Six shall serve on the U.S. Trustee quarterly reports of the disbursements made until such time as a final decree is entered closing the Chapter 11 Case of One Dot Six or until the Chapter 11 Case of One Dot Six is converted or dismissed, or the Bankruptcy Court orders otherwise. The deadline for filing Administrative Claims set forth in Article II.B.1 of the One Dot Six Plan shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

2. Entry of the Confirmation Order shall establish conclusive corporate and other authority (and evidence of such corporate and other authority) required for One Dot Six and the Plan Administrator to undertake any and all acts and actions required to implement or contemplated by the One Dot Six Plan (including, without limitation, the execution and delivery of the Purchase Agreement), and such acts and actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without the need for board or shareholder vote and without any requirement of further action by the stockholders, directors or managers of One Dot Six (if any).

3. On the Effective Date, the Existing Board is authorized and directed to execute and/or deliver, as the case may be, the agreements, documents and instruments contemplated by the One Dot Six Plan, the Plan Documents and the Purchase Agreement and any schedules, exhibits or other documents attached thereto or contemplated thereby in the name and on behalf of One Dot Six.

4. Upon entry of a final decree in the Chapter 11 Case of One Dot Six, if not previously dissolved, One Dot Six shall be deemed dissolved and wound up without any further action required.

*N. Third Party Cooperation*

Certain of the Assets, in particular the Spectrum Lease Agreement, will be assigned to Purchaser by One Dot Six pursuant to the assignment provisions of the Spectrum Lease Agreement. The Spectrum Lease Agreement requires the counter parties, Crown Castle MM Holding LLC and OP LLC, to cooperate to assist One Dot Six in obtaining FCC Consent effectuating the assignment of the Spectrum Lease Arrangement (including the Sublease) from One Dot Six to Purchaser, including, upon request, to prepare, sign, and file with the FCC the licensee portion of the application required to obtain the FCC Consent. Crown Castle MM



Holding, LLC and OP LLC shall be required to cooperate in accordance with their foregoing obligations to secure and effectuate such assignment, and One Dot Six and Purchaser shall be authorized pursuant to the terms hereof to take whatever action is required to effectuate such cooperation from Crown Castle MM Holding, LLC and OP LLC including, but not limited to, obtaining appropriate relief from the Bankruptcy Court.

O. Debtor Cooperation

The Designated Contracts (as defined in the Purchase Agreement) that relate to the conduct and operations of the Acquired Assets will be assigned to the Purchaser by One Dot Six in connection with the One Dot Six Sale upon the Effective Date of the One Dot Six Plan. To the extent the Purchaser requires any Designated Contract to which one or more Debtors other than One Dot Six is a party to operate the Acquired Assets, such other Debtor(s) shall cooperate with the Purchaser to the extent necessary to provide the Purchaser with all of the benefits of such Designated Contract.

**ARTICLE VI.**

**PLAN DISTRIBUTION PROVISIONS**

*A. The Disbursing Agent*

All Plan Distributions under the One Dot Six Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall be empowered to: (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims; (b) comply with the One Dot Six Plan and the obligations thereunder; (c) make periodic reports regarding the status of distributions under the One Dot Six Plan to the holders of Allowed Claims that are outstanding at such time, with such reports to be made available upon request to the holder of any Disputed Claim; and (d) exercise such other powers as may be vested in the Disbursing Agent pursuant to the One Dot Six Plan, the Plan Documents, the Confirmation Order, or any other order of the Bankruptcy Court. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Plan Administrator if the Disbursing Agent is a Person other than One Dot Six or the Plan Administrator, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash from the Wind Down Reserve.

*B. Timing of Plan Distributions*

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the applicable Plan Distribution Date or as soon thereafter as is practicable, *provided* that the Plan Administrator or the Disbursing Agent, as applicable, may utilize periodic distribution dates to the extent appropriate and not otherwise inconsistent with the One Dot Six Plan. In the event that any payment or act under the One Dot Six Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the

performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

*C. Distribution Record Date*

1. As of the close of business on the Distribution Record Date, the various lists of holders of Claims against, and Equity Interests in, One Dot Six in each of the Classes, as maintained by One Dot Six, or its agent, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims and Equity Interests. None of One Dot Six, the Plan Administrator or the Disbursing Agent shall have any obligation to recognize any transfer of Claims or Equity Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Costs or any Cure Disputes in connection with the assumption and/or assignment of One Dot Six's executory contracts and leases, neither One Dot Six nor the Plan Administrator shall have any obligation to recognize or engage with any party other than the non-One Dot Six party to the underlying executory contract or lease, even if such non-One Dot Six party has sold, assigned or otherwise transferred its Claim for a Cure Cost.

2. Plan Distributions, if any, to be made on account of Allowed DIP Claims shall be made by the Disbursing Agent to the DIP Agent, who shall distribute such Plan Distributions to holders of Allowed DIP Claims in accordance with the terms of the DIP Credit Agreement. The DIP Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed DIP Claims. The Plan Administrator, through the Disbursing Agent, shall pay the DIP Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

3. Plan Distributions, if any, to be made on account of Allowed Inc. Facility – One Dot Six Claims shall be made by the Disbursing Agent to the Inc. Facility Agent, who shall distribute such Plan Distributions to holders of Allowed Inc. Facility – One Dot Six Claims in accordance with the terms of the Inc. Facility Credit Agreement. The Inc. Facility Agent shall cooperate and assist the Disbursing Agent in connection with such distributions to the holders of Allowed Inc. Facility – One Dot Six Claims. The Plan Administrator, through the Disbursing Agent, shall pay the Inc. Facility Agent's reasonable and documented fees and expenses incurred in providing any such cooperation or assistance from the Wind Down Reserve.

4. Plan Distributions, if any, to be made on account of Allowed Claims and Equity Interests other than Allowed DIP Claims and Allowed Inc. Facility – One Dot Six Claims shall be made directly by the Disbursing Agent to the holders of such Claims and Equity Interests.

*D. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions*

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim against One Dot Six shall be made at the address of such holder as set forth in the latest-dated of the following actually held or received by the Disbursing Agent prior to the Effective Date: (a) the Schedules; (b) the Proof of Claim filed by such holder; (c) any notice of assignment filed with the Bankruptcy Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e); or (d) any notice served by such holder giving details of a change of address. If

any Plan Distribution sent to the holder of a Claim is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within one hundred and twenty (120) days after such Plan Distribution was returned. After such date, if such notice was not provided, such holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distribution shall revert to the Distribution Account. Upon such reversion, the Claim of any holder or its successors with respect to such property shall be cancelled, discharged and forever barred, notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary.

*E. Time Bar to Cash Payments*

Checks issued in respect of Allowed Claims against One Dot Six shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued. Any claim in respect of such a voided check shall be made within one hundred and twenty (120) days after the date of issuance of such check. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be discharged and forever barred, and such unclaimed Plan Distribution shall revert to the Distribution Account.

*F. No Distribution in Excess of Amount of Allowed Claim*

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim against One Dot Six shall, on account of such Allowed Claim, receive a Plan Distribution (of a value set forth herein) in excess of the Allowed amount of such Claim.

*G. Setoffs and Recoupments*

Except with respect to any distributions on account of DIP Claims or Inc. Facility – One Dot Six Guaranty Claims, One Dot Six or the Plan Administrator, or the designee of either entity as instructed by One Dot Six or the Plan Administrator, as applicable, may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any Claims, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim. In the event that any such Claims, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, One Dot Six may, pursuant to Bankruptcy Code section 553 or applicable non-bankruptcy law, setoff or recoup against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that One Dot Six may hold against the holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the One Dot Six of any such Claims, rights and Causes of Action that One Dot Six may possess against any such holder, except as specifically provided herein.

*H. Fractional Cents and De Minimis Distributions*

Notwithstanding any other provision of the One Dot Six Plan to the contrary, (i) no payment of fractions of cents will be made and (ii) the Disbursing Agent shall not have any obligation to make a Plan Distribution that is less than or equal to \$25.00 in Cash. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

*I. Manner of Payment Under the One Dot Six Plan*

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the One Dot Six Plan shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may be, in addition to the foregoing, made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. The issuance or delivery of any Plan Distribution that is a security shall be exempt from registration under applicable securities laws pursuant to Bankruptcy Code section 1145(a).

*J. Requirement to Give a Bond or Surety*

The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the One Dot Six Estate. Furthermore, any such Person required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

*K. Withholding and Reporting Requirements*

In connection with the One Dot Six Plan and all distributions hereunder, One Dot Six, the Plan Administrator or the Disbursing Agent, as applicable, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Plan Distributions hereunder shall be subject to any such withholding and reporting requirements. One Dot Six and the Plan Administrator or the Disbursing Agent, as applicable, shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms One Dot Six or the Plan Administrator or the Disbursing Agent, as applicable, believe are reasonable and appropriate, including requiring a holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provision of the One Dot Six Plan: (a) each holder of an Allowed Claim that is to receive a distribution under the One Dot Six Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to the One Dot Six Plan if, after 120 days from the date of transmission of a written request to the holder of an

Allowed Claim, the Plan Administrator or the Disbursing Agent, as applicable, does not receive a valid, completed IRS form from such holder of an Allowed Claim, which is otherwise required for reporting purposes, and such holder shall be treated as if their Claim had been disallowed.

*L. Cooperation with Disbursing Agent*

One Dot Six, its Professional Persons and the Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims against, and Equity Interests in, One Dot Six and the identity and addresses of holders of Claims and Equity Interests, in each case, as set forth in One Dot Six's books and records. One Dot Six, its Professional Persons and the Plan Administrator shall cooperate in good faith with the Disbursing Agent to comply with any of its reporting and withholding requirements.

**ARTICLE VII.**

**PROCEDURES FOR RESOLVING DISPUTED CLAIMS**

*A. Objections to Claims*

Other than with respect to One Dot Six Fee Claims (to which any party in interest may object), only the Plan Administrator shall be entitled to object to Claims after the Effective Date. Any objections to Claims (other than Administrative Claims), shall be served and filed on or before the later of: (a) one-hundred twenty (120) days after the Effective Date; and (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof. Any Claims filed after the applicable bar date shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the Person wishing to file such untimely Claim has received Bankruptcy Court authority to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (i) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (ii) by first class mail, postage prepaid, on the signatory on the Proof of Claim as well as all other representatives identified in the Proof of Claim or any attachment thereto; or (iii) if counsel has agreed to or is otherwise deemed to accept service, by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases (so long as such appearance has not been subsequently withdrawn).

*B. Amendment to Claims*

Except with respect to Administrative Claims, One Dot Six Fee Claims and Claims based on the rejection of executory contracts or unexpired leases in accordance with Article VIII.A hereof, from and after the Effective Date, no Claim may be filed to increase or assert additional Claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim, on One Dot Six's Schedules) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Bankruptcy Court or any action being required on the part of the Plan Administrator unless the claimant has obtained the Bankruptcy Court's prior approval to file such amended or increased Claim.



*C. Settlement of Claims and Causes of Action*

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Plan Administrator shall have authority to settle or compromise all Claims (to the extent not previously compromised, settled and released under the One Dot Six Plan) without further review or approval of the Bankruptcy Court.

*D. Estimation of Claims*

The Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim pursuant to Bankruptcy Code section 502(c) regardless of whether any party in interest has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute the Allowed amount of such Claim for all purposes under the One Dot Six Plan except with respect to Plan Distributions, and with respect to Plan Distributions, the estimated amount shall constitute the maximum allowed amount of such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the One Dot Six Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

*E. Disputed Claims Reserve*

1. No Plan Distributions Pending Allowance

Except as provided in this Article VII.E, Disputed Claims shall not be entitled to any Plan Distributions unless and until such Claims become Allowed Claims.

2. Disputed Unclassified Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is an Administrative Claim or Priority Tax Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable. In addition, on the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall set aside and reserve, for the benefit of each holder of an Administrative Claim (including that portion of any One Dot Six Fee Claim) incurred or accrued by One Dot Six prior to the Effective Date that is not paid on or prior to the Effective Date, Plan Consideration in the form of Cash in an amount equal to such Administrative Claim (based on

the Plan Proponents' best estimate of the allowable amount of such Claim); *provided* that, to the extent that amounts deposited in the reserve established pursuant to this Article VII.E.2 are insufficient to pay any such Allowed Administrative Claim, the Plan Administrator may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim.

3. Disputed Priority-Non Tax Claims and Disputed Other Secured Claims Reserve

On the Effective Date or as soon thereafter as is reasonably practicable, One Dot Six shall set aside and reserve, for the benefit of each holder of a Disputed Claim that is a Priority Non-Tax Claim or Other Secured Claim, Plan Consideration in the form of Cash in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be Allowed in any pending objection filed with respect to such Claim, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Schedules or (B) if the amount listed in the Schedules is less than the amount set forth in a timely filed Proof of Claim or application for payment filed with the Bankruptcy Court or Claims Agent, the amount set forth in such timely filed Proof of Claim or application for payment, as applicable.

4. Plan Distributions to Holders of Subsequently Allowed Claims

On each Plan Distribution Date (or such earlier date as determined by One Dot Six or the Disbursing Agent in their sole discretion but subject to this Article VII.E.54), the Disbursing Agent will make Plan Distributions from the applicable Disputed Claims Reserve on account of any Disputed Claim that has become an Allowed Claim since the occurrence of the previous Plan Distribution Date. The Disbursing Agent shall distribute from the applicable Disputed Claims Reserve in respect of such newly Allowed Claims the Plan Distributions to which holders of such Claims would have been entitled under the One Dot Six Plan if such newly Allowed Claims were fully or partially Allowed, as the case may be, on the Effective Date, less direct and actual expenses, fees, or other direct costs of maintaining Cash on account of such Disputed Claims.

5. Distribution from Disputed Claims Reserves Upon Disallowance

Except as otherwise provided in the One Dot Six Plan, to the extent any Disputed Claim has become a Disallowed Claim in full or in part (in accordance with the procedures set forth in the One Dot Six Plan), any Cash held in any Disputed Claim Reserve by One Dot Six on account of, or to pay, such Disputed Claim, shall revert to the Distribution Account and be distributed to holders of Allowed Claims or Allowed Equity Interests in accordance with Article V.A.

*F. No Recourse*

Notwithstanding that the Allowed amount of any particular Disputed Claim is (a) reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or (b) Allowed in an amount for which after application of the payment priorities established by the One Dot Six Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Plan Proponents, the Disbursing Agent, One Dot Six, the Plan Administrator, the



Purchaser or any of their respective professionals, consultants, officers, directors, employees or members or their successors or assigns, or any of their respective property. However, nothing in the One Dot Six Plan shall modify any right of a holder of a Claim under Bankruptcy Code section 502(j), nor shall it modify or limit the ability of claimants (if any), to seek disgorgement to remedy any unequal distribution from parties other than those released under this Article VII.F. For the avoidance of doubt, and notwithstanding anything to the contrary herein, except as expressly provided in the Purchase Agreement, the Purchaser shall not be liable for the payment of any Administrative Claims (including One Dot Six Fee Claims) accrued or incurred prior to the Effective Date under any circumstances, including in the event that the reserve for such Claims established under Article VII.E.2 of the One Dot Six Plan is insufficient to pay such Administrative Claims in full as provided in Article II.B.3 of the One Dot Six Plan. **The estimation of Claims and the establishment of reserves under the One Dot Six Plan may limit the distribution to be made on individual Disputed Claims and other Claims contemplated to be paid from the reserves established under Article VII.E of the One Dot Six Plan, regardless of the amount finally Allowed on account of such Claims.**

## ARTICLE VIII.

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### A. *General Treatment*

1. All executory contracts and unexpired leases of One Dot Six shall be deemed to be rejected by One Dot Six as of the Effective Date, except for any executory contract or unexpired lease that: (i) previously has been assumed, assumed and assigned, or rejected pursuant to a Final Order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be assumed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (iii) is an executory contract or unexpired lease that pertains to One Dot Six as identified in the Debtors' schedule filed on November 22, 2013 [Docket No. 1038] or is otherwise a Designated Contract; or (iv) is the subject of a separate motion to assume and assign to a Person other than the Purchaser or to reject under Bankruptcy Code section 365 pending on the Effective Date. Listing a contract or lease in the Schedule of Assumed Executory Contracts and Unexpired Leases shall not constitute an admission by One Dot Six that One Dot Six has any liability thereunder.

2. To the extent that an executory contract or unexpired lease is a Designated Contract, any such Designated Contract will be assumed by One Dot Six on the Effective Date and assigned by One Dot Six to the Purchaser at the Closing. Each executory contract or unexpired lease assumed pursuant to the One Dot Six Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revest in and be fully enforceable by One Dot Six and the Plan Administrator in accordance with its terms, except as such terms may have been modified by such order.

3. Notwithstanding anything to the contrary in the One Dot Six Plan, but subject to the terms and conditions of the Purchase Agreement, One Dot Six and the Purchaser shall have the right to alter, amend, modify or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time before the Effective Date; *provided*, that to the extent that, as

of the Closing Date, there is any pending dispute between One Dot Six and a counterparty to an executory contract or unexpired lease regarding the Cure Costs payable under such contract or lease, One Dot Six shall reserve the right to remove the applicable contract or lease to the Schedule of Assumed Executory Contracts and Unexpired Leases following the resolution of such dispute, in which event such contract or lease shall be deemed rejected.

4. Entry of the Confirmation Order shall, subject to the occurrence of the Effective Date, constitute the approval, pursuant to Bankruptcy Code sections 365(a) and 1123(b), of: (i) the assumptions and rejections of executory contracts and unexpired leases pursuant to Article VIII.A.1 of the One Dot Six Plan; and (ii) the assumption and assignment of the Designated Contracts pursuant to Article VIII.A.2 of the One Dot Six Plan.

*B. Claims Based on Rejection of Executory Contracts or Unexpired Leases*

1. All Claims arising from the rejection of executory contracts or unexpired leases, if any, will be treated as One Dot Six General Unsecured Claims. All such Claims shall be discharged on the Effective Date, and shall not be enforceable against One Dot Six, the Plan Administrator, the Purchaser or their respective properties or interests in property (and shall not, for the avoidance of doubt, constitute Assumed Liabilities).

2. **Except as otherwise provided in the Confirmation Order or Sale Order, each Person who is a party to a contract or lease rejected under the One Dot Six Plan must file with the Bankruptcy Court and serve on the Plan Administrator, not later than thirty (30) days after the Effective Date, a Proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim related to such alleged rejection damages.**

*C. Compensation and Benefit Programs*

All employment and severance policies, and all compensation and benefit plans, policies, and programs of One Dot Six applicable to its employees, retirees and nonemployee directors including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as executory contracts under the One Dot Six Plan and on the Effective Date will be rejected unless any of the foregoing is an Acquired Asset or is otherwise listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, in which case the same shall be assumed and assigned to the Purchaser pursuant to the Purchase Agreement and in accordance with Bankruptcy Code sections 365 and 1123.

*D. Post-Petition Contracts and Leases*

To the extent set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, all contracts, agreements and leases that were entered into or assumed by One Dot Six after the Petition Date (other than the Purchase Agreement) shall be deemed assumed by One Dot Six on the Effective Date, and, with respect to any such contracts, agreements or leases that are Designated Contracts, assigned to the Purchaser at Closing, without a need for any consent or approval of, or notice to, the counterparty to any such contract, agreement or lease.

## ARTICLE IX.

### CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE ONE DOT SIX PLAN

#### A. *Conditions Precedent to Occurrence of Effective Date*

It shall be a condition to the Effective Date of the One Dot Six Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the One Dot Six Plan and all Plan Documents, including any amendments, modifications or supplements thereto, shall be acceptable to the Plan Proponents;
2. all conditions precedent to the obligations of the Purchaser as set forth in the Purchase Agreement shall have been satisfied or waived in accordance with the terms thereof;
3. all authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the One Dot Six Plan and the Purchase Agreement shall have been obtained or shall have occurred unless failure to do so will not have a Material Adverse Effect on One Dot Six or the Purchaser, including but not limited to, (i) issuance of the FCC Consent by Final FCC Order; and (ii) ~~FCC action by Final FCC Order extending or waiving the Substantial Service Deadline without conditions that would be expected to have a Material Adverse Effect or finding that One Dot Six and/or OP LLC have satisfied the Substantial Service Deadline, and (iii)~~ FCC action by Final FCC Order renewing or extending for the full ten (10) year term the Spectrum Lease Arrangement ~~and FCC License~~ without conditions that would be expected to have a Material Adverse Effect;
4. the Closing Date (as defined in the Purchase Agreement) of the One Dot Six Sale shall have occurred, including the funding of all One Dot Six Sale Proceeds required under the Purchase Agreement;
5. the Confirmation Order and the Sale Order shall have been entered and become Final Orders in form and substance satisfactory to the Plan Proponents and the Purchaser. The Confirmation Order shall provide that, among other things, the Plan Administrator is appointed, and the Plan Administrator and One Dot Six are authorized and directed to take all actions necessary or appropriate to consummate the One Dot Six Plan, including entering into, implementing and consummating the contracts, instruments, releases, leases or other agreements or documents created in connection with or described in the One Dot Six Plan;
6. all documents and agreements necessary to implement the One Dot Six Plan shall have (a) satisfied or waived all conditions precedent to such documents and agreements pursuant to the terms of such documents or agreements, (b) been tendered for delivery and (c) been effected or executed;
7. all actions, documents, certificates and agreements necessary to implement the One Dot Six Plan shall have been effected or executed and delivered to the required parties and,

to the extent required, filed with the applicable governmental units in accordance with applicable laws; and

8. all statutory fees and obligations then due and payable to the Office of the United States Trustee shall have been paid and satisfied in full.

*B. Waiver of Conditions*

The conditions precedent to confirmation of the One Dot Six Plan and occurrence of the Effective Date set forth in this Article IX.B may be waived by the Plan Proponents and the Purchaser, without notice, leave or order of the Bankruptcy Court or any formal action other than by proceeding to confirm or consummate the One Dot Six Plan; *provided, however*, that the conditions to the occurrence of the Effective Date and the Purchase Agreement may only be waived in accordance with the terms of the Purchase Agreement.

*C. Effect of Non-Occurrence of the Effective Date*

If all of the conditions precedent to the occurrence of the Effective Date have not been satisfied or duly waived (as provided in Article IX.B of the One Dot Six Plan) on or before the first Business Day that is more than sixty (60) days after the Confirmation Date, or by such later date as set forth by the Plan Proponents in a notice filed with the Bankruptcy Court prior to the expiration of such period, then the Plan Proponents may file a motion to vacate the Confirmation Order before all of the conditions have been satisfied or duly waived. It is further provided that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if all of the conditions precedent to the Effective Date set forth in Article IX.A of the One Dot Six Plan are either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this Article IX.C, the One Dot Six Plan shall be null and void in all respects, the Confirmation Order shall be of no further force or effect, no distributions under the One Dot Six Plan shall be made, One Dot Six and all holders of Claims against, and Equity Interests in, One Dot Six shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, and upon such occurrence, nothing contained in the One Dot Six Plan shall: (a) constitute a waiver or release of any Claims against, or Equity Interests in, One Dot Six; (b) prejudice in any manner the rights of the holder of any Claim against or Equity Interest in One Dot Six; or (c) constitute an admission, acknowledgment, offer or undertaking by One Dot Six or any other Person with respect to any matter set forth in the One Dot Six Plan.

**ARTICLE X.**

**RELEASE, INJUNCTION AND RELATED PROVISIONS**

*A. Releases*

**1. Releases by One Dot Six**

**For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Effective Date, One Dot Six, in its individual capacity and as debtor in possession, shall**

be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than the rights of One Dot Six to enforce the One Dot Six Plan, the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder and the Purchase Agreement) against the Released Parties, including, for the avoidance of doubt, any claims asserted under the Motion of the Ad Hoc Secured Group of LightSquared LP Lenders for Entry of an Order Granting Leave, Standing and Authority to Commence, Prosecute and/or Settle Certain Claims of the Debtors' Estates [Docket No. 323], whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to One Dot Six, the parties released pursuant to this Article X.A.1, the Chapter 11 Case of One Dot Six, the One Dot Six Plan, the General Disclosure Statement or the One Dot Six Specific Disclosure Statement, and that could have been asserted by or on behalf of One Dot Six or the One Dot Six Estate, whether directly, indirectly, derivatively or in any representative or any other capacity; provided, however, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

2. Notwithstanding anything to the contrary contained herein: (i) except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, the releases provided for herein shall not release One Dot Six from any liability arising under (x) the Internal Revenue Code of 1986, as amended, or any state, city or municipal tax code, or (y) any criminal laws of the United States or any state, city or municipality; and (ii) the releases set forth in Article X.A.1 shall not release (x) One Dot Six's claims, right or Causes of Action for money borrowed from or owed to any of its subsidiaries by any of its directors, officers or former employees, as set forth in One Dot Six's or any such subsidiary's books and records, (y) any claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against One Dot Six or any of its officers, directors or representatives and (z) claims against any Person arising from or relating to such Person's fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

3. Notwithstanding anything to the contrary contained herein, nothing herein: (i) discharges, releases or precludes any (x) environmental liability that is not a Claim; (y) environmental claim of the United States that first arises on or after the Confirmation Date or (z) other environmental claim or environmental liability that is not otherwise dischargeable under the Bankruptcy Code; (ii) releases One Dot Six from any environmental liability that One Dot Six may have as an owner or operator of real property owned or operated by One Dot Six on or after the Confirmation Date; (iii) releases or precludes any environmental liability to the United States on the part of any Persons other than One Dot Six; or (iv) enjoins the United States from asserting or enforcing any liability described in this paragraph.

*B. Exculpation and Limitation of Liability*

**None of the Released Parties shall have or incur any liability to any holder of any Claim against, or Equity Interest in, One Dot Six, or any other party in interest, or any of**



their respective agents, employees, representatives, financial advisors, attorneys or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the Chapter 11 Case of One Dot Six, the Purchase Agreement, the General Disclosure Statement or the One Dot Specific Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the One Dot Six Plan, the consummation of the Plan, or the implementation or administration of the One Dot Six Plan, the transactions contemplated by the One Dot Six Plan or the property to be distributed under the One Dot Six Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of the One Dot Six Plan, except for fraud, willful misconduct or gross negligence as determined by a Final Order of the Bankruptcy Court, and in all respects shall be entitled to rely upon the advice of counsel and all information provided by other exculpated Persons herein without any duty to investigate the veracity or accuracy of such information with respect to their duties and responsibilities under the One Dot Six Plan; provided, however, that nothing contained herein shall limit the liability of professionals pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8, Rule 1.8(h)(1) (2009).

*C. Injunction*

1. Except as otherwise provided in the One Dot Six Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against One Dot Six or the One Dot Six Estate or Equity Interests in One Dot Six are, with respect to any such Claims or Equity Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting One Dot Six, the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against One Dot Six, or the One Dot Six Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the One Dot Six Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the One Dot Six Plan; provided, however, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the One Dot Six Plan; and provided, further, that nothing contained herein shall preclude the Purchaser from exercising any rights and remedies under the Purchase Agreement.

2. **The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the One Dot Six Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released herein. Such injunction shall extend to successors of One Dot Six and its properties and interests in property.**

## **ARTICLE XI.**

### **BINDING NATURE OF THE ONE DOT SIX PLAN**

THE ONE DOT SIX PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, ONE DOT SIX, NOTWITHSTANDING WHETHER ANY SUCH HOLDERS DID NOT VOTE TO ACCEPT OR REJECT THE ONE DOT SIX PLAN, VOTED TO REJECT THE ONE DOT SIX PLAN OR WERE DEEMED TO REJECT THE ONE DOT SIX PLAN.

## **ARTICLE XII.**

### **RETENTION OF JURISDICTION**

Pursuant to Bankruptcy Code sections 105(c) and 1142 and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case of One Dot Six and the One Dot Six Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- (a) Determine any and all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the One Dot Six Plan, may be instituted by the Plan Administrator after the Effective Date;
- (b) Hear and determine any objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without express or implied limitation, to hear and determine any objections to the classification of any Claim and to allow, disallow or estimate any Disputed Claim in whole or in part;
- (c) Ensure that distributions to holders of Allowed Claims, as and to the extent applicable, are accomplished as provided herein;
- (d) Consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Claim;
- (e) Consider matters regarding the assignment of the Spectrum Lease Agreement in accordance with Article V.N hereof;



- (f) Enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;
- (g) Issue such orders in aid of execution of the One Dot Six Plan to the extent authorized or contemplated by Bankruptcy Code section 1142;
- (h) Consider any modifications of the One Dot Six Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (i) Hear and determine all fee applications;
- (j) Resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;
- (k) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the One Dot Six Sale or its interpretation, implementation, enforcement or consummation (subject to the terms thereof);
- (l) Recover all Assets of One Dot Six and property of the One Dot Six Estate, wherever located (other than any Acquired Assets, after the occurrence of the Closing of the One Dot Six Sale);
- (m) Hear and determine all controversies, suits and disputes that may relate to, impact upon or arise in connection with the One Dot Six Plan, the Plan Documents, the Purchase Agreement or their interpretation, implementation, enforcement or consummation;
- (n) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with the Confirmation Order (and all exhibits to the One Dot Six Plan) or its interpretation, implementation, enforcement or consummation;
- (o) Consider and act on the compromise and settlement of any Claim by, on behalf of, or against One Dot Six or the One Dot Six Estate to the extent that Bankruptcy Court approval is required and to the extent not released pursuant to the One Dot Six Plan;
- (p) Hear and determine such other matters that may be set forth in the One Dot Six Plan, the Confirmation Order or the Sale Order, or that may arise in connection with the One Dot Six Plan, the Confirmation Order or the Sale Order;
- (q) Hear and determine matters concerning state, local and federal taxes, fines, penalties or additions to taxes for which One Dot Six may be liable, directly or indirectly;

- (r) Hear and determine all controversies, suits and disputes that may relate to, impact upon, or arise in connection with any setoff and/or recoupment rights of One Dot Six or any Person under the One Dot Six Plan;
- (s) Hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with Causes of Action of One Dot Six (including Avoidance Actions) commenced by One Dot Six, the Plan Administrator, or any third parties, as applicable, before or after the Effective Date, except to the extent such Causes of Action are compromised, settled and released under the One Dot Six Plan or constitute Acquired Assets under the Purchase Agreement;
- (t) Hear and determine all controversies, suits, or disputes that may arise in relation to the rights and obligations of the Plan Administrator or the Disbursing Agent;
- (u) Enter an order or final decree closing the Chapter 11 Case of One Dot Six;
- (v) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the One Dot Six Plan or the Confirmation Order; and
- (w) Hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code.

### **ARTICLE XIII.**

#### **MISCELLANEOUS PROVISIONS**

##### *A. Substantial Consummation*

On the Effective Date, the One Dot Six Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127(b).

##### *B. Satisfaction of Claims*

The rights afforded in the One Dot Six Plan and the treatment of all Claims against, and Equity Interests in, One Dot Six herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Equity Interests of any nature whatsoever against One Dot Six and its Estate, Assets, properties and interests in property. Except as otherwise provided herein, on the Effective Date, all Claims and Equity Interests shall be satisfied and released in full. The Purchaser shall not be responsible for any pre-Effective Date obligations of One Dot Six, except those expressly assumed by the Purchaser (if any), or as otherwise provided in the One Dot Six Plan. Except as otherwise provided herein, all Persons shall be precluded and forever barred from asserting against the Purchaser, or its successors or assigns, Assets, properties, or interests in property, any event, occurrence, condition, or other or further Claims or Causes of Action based upon any act, omission, transaction, or other activity of any kind or

nature that occurred or came into existence prior to the Effective Date in connection with One Dot Six, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

*C. Special Provisions Regarding Insured Claims*

The Plan Distributions to each holder of an Allowed Insured Claim against One Dot Six shall be made in accordance with the treatment provided under the One Dot Six Plan for the Class in which such Allowed Insured Claim is classified; except, that there shall be deducted from any Plan Distribution on account of an Insured Claim, for purposes of calculating the Allowed amount of such Claim, the amount of any insurance proceeds actually received by such holder in respect of such Allowed Insured Claim. Nothing in this Article XIII.C shall (i) constitute a waiver of any Claim, right, or Cause of Action that One Dot Six or the One Dot Six Estate may hold against any Person, including any insurer, or (ii) provide for the allowance of any Insured Claim. Pursuant to Bankruptcy Code section 524(e), nothing in the One Dot Six Plan shall release or discharge any insurer from any obligations to any Person under applicable law or any policy of insurance under which One Dot Six is an insured or a beneficiary.

*D. Third Party Agreements; Subordination*

Except as otherwise provided in the One Dot Six Plan, the Plan Distributions to the various Classes of Claims hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights or otherwise. All such rights and any agreements relating thereto shall remain in full force and effect. The right of One Dot Six or the Plan Administrator to seek subordination of any Claim against One Dot Six pursuant to Bankruptcy Code section 510 is fully reserved, and the treatment afforded any Claim that becomes a subordinated Claim at any time shall be modified to reflect such subordination.

Subject to the provisions of the One Dot Six Plan, distributions and treatments provided to holders of Inc. Facility – One Dot Six Guaranty Claims and Inc. Facility – One Dot Six Subordinated Guaranty Claims shall take into account and/or conform to the relative priority and rights of such Claims under any applicable subordination and turnover provisions under applicable law in any applicable contracts, including, without limitation, the Inc. Facility Lender Subordination Agreement. For the avoidance of doubt, the Inc. Facility Lender Subordination Agreement shall be enforceable as a subordination agreement under Bankruptcy Code section 510(a).

*E. Status Reports*

Following entry of the Confirmation Order, the Plan Administrator shall file post-confirmation quarterly status reports with the Bankruptcy Court in accordance with Rule 3021-1 of the Local Bankruptcy Rules for the Southern District of New York and shall meet all Post-Confirmation Operating Report requirements of the U.S. Trustee's Operating Guidelines and Reporting Requirements (unless the Bankruptcy Court orders otherwise).

*F. Notices*

In order to be effective, all notices, requests, and demands to or upon One Dot Six, the Plan Administrator or the Plan Proponents shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to One Dot Six: One Dot Six  
Attention: Marc Montagner  
450 Park Avenue, Suite 2201  
New York, New York 10022  
Telephone: (877) 678-2920  
Email: Marc.Montagner@lightsquared.com

*with copy to:* Milbank, Tweed, Hadley & McCloy LLP  
Attention: Matthew S. Barr  
One Chase Manhattan Plaza  
New York, New York 10005-1413  
Telephone: (212) 530-5000  
Facsimile: (212) 822-5194  
E-mail: mbarr@milbank.com

If to the Plan Administrator: Pirinate Consulting Group LLC  
5 Canoe Brook Drive  
Livingston, New Jersey 07039  
Telephone: (973) 533-9027  
Facsimile: (973) 535-1843  
E-mail: GeneDavis@pirinateconsulting.com

If to the Plan Proponents: Akin Gump Strauss Hauer & Feld LLP  
Attention: Michael S. Stamer ~~and~~ Philip C. Dublin and  
Meredith A. Lahaie  
One Bryant Park  
New York, New York 10036  
Telephone: (212) 872-1000  
Facsimile: (212) 872-1002  
Email: mstamer@akingump.com ~~and~~  
pdublin@akingump.com and mlahaic@akingump.com

If to the Special Committee: Kirkland & Ellis LLP  
Attention: Paul M. Basta and Joshua A. Sussberg  
601 Lexington Avenue  
New York, NY 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

[Email: paul.basta@kirkland.com](mailto:paul.basta@kirkland.com) and  
[joshua.sussberg@kirkland.com](mailto:joshua.sussberg@kirkland.com)

*G. Headings*

The headings used in the One Dot Six Plan are inserted for convenience only, and neither constitute a portion of the One Dot Six Plan nor in any manner affect the construction of the provisions of the Plan.

*H. Governing Law*

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent a Plan Document or exhibit or schedule to the One Dot Six Plan provides otherwise, the rights, duties, and obligations arising under the One Dot Six Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, without giving effect to the principles of conflict of laws thereof.

*I. Bankruptcy Code Section 1125(e)*

The Plan Proponents have and, upon confirmation of the One Dot Six Plan shall be deemed to have, solicited acceptances of the One Dot Six Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and therefore are not and will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the One Dot Six Plan.

*J. Bankruptcy Code Section 1145*

To the extent any securities are issued pursuant to the One Dot Six Plan, except with respect to any person that is an underwriter as defined in Bankruptcy Code section 1145(b), no registration statement under section 5 of the United States Securities Act of 1933, as amended (or any state or local law requiring registration for offer or sale of a security) shall be required for the offer or sale of any such securities under the One Dot Six Plan.

*K. Inconsistency*

In the event of any inconsistency among the One Dot Six Plan, the One Dot Six Specific Disclosure Statement, the Plan Documents, any exhibit to the One Dot Six Plan or any other instrument or document created or executed pursuant to the One Dot Six Plan, the provisions of the One Dot Six Plan shall govern; *provided*, that, notwithstanding the foregoing, in the event of any inconsistency among the Purchase Agreement and any other document (including the One Dot Six Plan), the Purchase Agreement shall govern.

*L. Avoidance and Recovery Actions*

Effective as of the Effective Date, One Dot Six retains the right to prosecute any avoidance or recovery actions under Bankruptcy Code sections 544, 547, 548, 549 and 550, except for any such actions that are Acquired Assets.

*M. Expedited Determination*

One Dot Six is hereby authorized to file a request for an expedited determination under Bankruptcy Code section 505(b) for all tax returns filed with respect to One Dot Six.

*N. Exemption from Transfer Taxes*

To the fullest extent permitted by applicable law, all sale transactions consummated by One Dot Six and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the One Dot Six Plan, the sale by One Dot Six of any owned property pursuant to Bankruptcy Code section 1123(b)(4), and any assumption, assignment, and/or sale by One Dot Six of its interests in unexpired leases of non-residential real property or executory contracts pursuant to Bankruptcy Code section 365(a), shall constitute a “transfer under a plan” within the purview of Bankruptcy Code section 1146, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

*O. Notice of Entry of Confirmation Order and Relevant Dates*

Promptly upon entry of the Confirmation Order, One Dot Six shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims and Equity Interests, notice of the entry of the Confirmation Order and all relevant deadlines and dates under the One Dot Six Plan, including, but not limited to, the deadline for filing notice of Administrative Claims, and the deadline for filing rejection damage Claims.

*P. Termination of Professionals*

On the Effective Date, the engagement of each Professional Person retained by One Dot Six, if any, shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, such Professional Persons shall be entitled to prosecute any One Dot Six Fee Claims and represent One Dot Six with respect to applications for payment of such One Dot Six Fee Claims and One Dot Six shall be responsible for the fees, costs and expenses associated with the prosecution of such One Dot Six Fee Claims. Nothing herein shall preclude the Plan Administrator from engaging a Professional Person on and after the Effective Date in the same capacity as such Professional Person was engaged prior to the Effective Date.

*Q. Interest and Attorneys Fees*

Interest accrued after the applicable Petition Date will accrue and be paid on Claims only to the extent specifically provided for in the One Dot Six Plan, the Plan Documents, the Confirmation Order, or as otherwise required by the Bankruptcy Court or by applicable law. No award or reimbursement of attorneys’ fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim, except as set forth in the One Dot Six Plan or as ordered by the Bankruptcy Court.

*R. Amendments*

1. One Dot Six Plan Modifications

The One Dot Six Plan may be amended, modified, or supplemented by the Plan Proponents, in the manner provided for by Bankruptcy Code section 1127 or as otherwise permitted by law, without additional disclosure pursuant to Bankruptcy Code section 1125, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims against One Dot Six pursuant to the One Dot Six Plan, the Plan Proponents may remedy any defect or omission or reconcile any inconsistencies in the One Dot Six Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the One Dot Six Plan, and any holder of a Claim that has accepted the One Dot Six Plan shall be deemed to have accepted the One Dot Six Plan as amended, modified, or supplemented.

2. Other Amendments

Prior to the Effective Date, the Plan Proponents may make appropriate technical adjustments and modifications to the One Dot Six Plan without further order or approval of the Bankruptcy Court; *provided, however*, that, such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims under the One Dot Six Plan.

*S. Revocation or Withdrawal of the One Dot Six Plan*

The Plan Proponents reserve the right to revoke or withdraw the One Dot Six Plan prior to the Effective Date. If the Plan Proponents revoke or withdraw the One Dot Six Plan prior to the Effective Date, or if confirmation or consummation does not occur, then: (a) the One Dot Six Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the One Dot Six Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption, assumption or assignment, or rejection of executory contracts or leases affected by the One Dot Six Plan, and any document or agreement executed pursuant to the One Dot Six Plan shall be deemed null and void; and (c) nothing contained in the One Dot Six Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, One Dot Six or any other Person, (ii) prejudice in any manner the rights of One Dot Six or any other Person or (iii) constitute an admission of any sort by One Dot Six or any other Person.

*T. No Successor Liability*

Except as otherwise expressly provided in the One Dot Six Plan or the Purchase Agreement, the Purchaser does not, pursuant to the One Dot Six Plan or otherwise, assume, agree to perform, pay or indemnify or otherwise have any responsibilities for any liabilities or obligations of One Dot Six or any other party relating to or arising out of the operations of or Assets of One Dot Six, whether arising prior to, on, or after the Effective Date. The Purchaser is not, and shall not be, a successor to One Dot Six by reason of any theory of law or equity, and it shall not have any successor or transferee liability of any kind or character, except that the



Purchaser shall assume the Assumed Liabilities under the terms and subject to the conditions set forth in the Purchase Agreement.

*U. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under the One Dot Six Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

*V. Compliance with Tax Requirements*

In connection with the One Dot Six Plan, the Disbursing Agent shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities and all Plan Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a Plan Distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such Plan Distribution. The Disbursing Agent has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such tax obligations.

*W. Rates*

The One Dot Six Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date. Where a Claim has been denominated in foreign currency on a Proof of Claim, the allowed amount of such Claim shall be calculated in legal tender of the United States based upon the conversion rate in place as of the Petition Date and in accordance with Bankruptcy Code section 502(b).

*X. Binding Effect*

Except as otherwise provided in Bankruptcy Code section 1141(d)(3) and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of this One Dot Six Plan shall be binding upon One Dot Six and the holders of all Claims against, and Equity Interests in, One Dot Six, and shall inure to the benefit of and be binding on each such holder's respective successors and assigns, whether or not the Claim or Equity Interest of any holder is impaired under the One Dot Six Plan and whether or not such holder has accepted the One Dot Six Plan.

*Y. Successors and Assigns*

The rights, benefits and obligations of any Person named or referred to in the One Dot Six Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person.

*Z. Time*

In computing any period of time prescribed or allowed by the One Dot Six Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

*AA. Severability*

If, prior to the entry of the Confirmation Order, any term or provision of the One Dot Six Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan Proponents, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the One Dot Six Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the One Dot Six Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*BB. Reservation of Rights*

Except as expressly set forth herein, the One Dot Six Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the One Dot Six Plan, any statement or provision contained herein, or the taking of any action by the Plan Proponents or the Purchaser with respect to the One Dot Six Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Plan Proponents or the Purchaser with respect to any Claims or Equity Interests prior to the Effective Date.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Dated: August 19, 2014

Respectfully submitted,

**U.S. BANK NATIONAL ASSOCIATION**  
as Inc. Facility Agent

By: /s/ James A. Hanley

Name: James A. Hanley

Title: Vice President

**MAST CAPITAL MANAGEMENT, LLC**  
on behalf of itself and its managed funds and  
accounts

By: /s/ Adam Kleinman

Name: Adam Kleinman

Title: Authorized Signatory

| <b>Summary report:</b>   |            |
|--|------------|
| <b>Litéra® Change-Pro TDC 7.5.0.112 Document comparison done on<br/>8/19/2014 3:41:03 PM</b> |            |
| <b>Style name:</b> Default Style   |            |
| <b>Intelligent Table Comparison:</b> Active  |            |
| <b>Original DMS:</b> iw://EASTDMS/EAST/105098390/13  |            |
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| <b>Changes:</b>  |            |
| <u>Add</u>   | 127        |
| <del>Delete</del>  | 102        |
| <del>Move From</del>   | 1          |
| <u>Move To</u>   | 1          |
| <u>Table Insert</u>  | 2          |
| <del>Table Delete</del>  | 0          |
| <u>Table moves to</u>  | 0          |
| <del>Table moves from</del>  | 0          |
| Embedded Graphics (Visio, ChemDraw, Images etc.)   | 0          |
| Embedded Excel   | 0          |
| Format changes   | 0          |
| <b>Total Changes:</b>  | <b>233</b> |

**EXHIBIT 3**

**Purchase Agreement**

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**PURCHASE AGREEMENT**

**by and between**

**ONE DOT SIX CORP.**

**and**

**MAST SPECTRUM ACQUISITION COMPANY LLC**

**dated as of [●], 2014**

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TABLE OF CONTENTS

|   | Page |
|---|------|
| ARTICLE I. DEFINITIONS .....  | 2    |
| ARTICLE II. PURCHASE AND SALE OF ASSETS.....  | 2    |
| Section 2.1 <u>Sale and Transfer of Assets</u> .....                                | 2    |
| Section 2.2 <u>Retained Assets</u> .....  | 4    |
| Section 2.3 <u>Assumption of Liabilities</u> .....                                  | 4    |
| Section 2.4 <u>Non-Assumed Liabilities</u> .....                                    | 5    |
| Section 2.5 <u>The Purchase Price</u> .....   | 5    |
| Section 2.6 <u>Sale Free and Clear</u> .....  | 7    |
| Section 2.7 <u>Assignment to Affiliates of Purchaser</u> .....                      | 7    |
| ARTICLE III. CLOSING .....  | 7    |
| Section 3.1 <u>Closing</u> .....  | 7    |
| Section 3.2 <u>Deliveries by Seller</u> .....                                       | 8    |
| Section 3.3 <u>Deliveries by Purchaser</u> .....                                    | 9    |
| Section 3.4 <u>Nonassignable Assets</u> .....                                       | 9    |
| ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER.....                           | 10   |
| Section 4.1 <u>Organization</u> .....   | 10   |
| Section 4.2 <u>Financial Statements</u> .....                                       | 10   |
| Section 4.3 <u>Real and Personal Property</u> .....                                 | 11   |
| Section 4.4 <u>Authorization; Enforceability</u> .....                              | 12   |
| Section 4.5 <u>No Conflicts</u> .....   | 12   |
| Section 4.6 <u>Consents and Approvals</u> .....                                     | 12   |
| Section 4.7 <u>Intellectual Property</u> .....                                      | 13   |
| Section 4.8 <u>Material Contracts</u> .....   | 14   |
| Section 4.9 <u>Absence of Certain Developments</u> .....                            | 16   |
| Section 4.10 <u>No Undisclosed Liabilities</u> .....                                | 16   |
| Section 4.11 <u>Litigation</u> .....  | 16   |
| Section 4.12 <u>Permits and Compliance with Laws</u> .....                          | 17   |
| Section 4.13 <u>Taxes</u> .....   | 17   |
| Section 4.14    18  |      |
| Section 4.15 <u>[Reserved]</u> .....  | 19   |
| Section 4.16 <u>Communications Matters</u> .....                                    | 19   |
| Section 4.17 <u>[Reserved]</u> .....  | 19   |
| Section 4.18 <u>Brokers</u> .....   | 20   |
| Section 4.19 <u>Environmental Matters</u> .....                                     | 20   |
| Section 4.20 <u>Title to Assets; Sufficiency of Assets</u> .....                    | 20   |
| Section 4.21 <u>Insurance</u> .....   | 21   |
| Section 4.22 <u>Related Party Transactions</u> .....                                | 21   |
| Section 4.23 <u>No Other Representations or Warranties; Disclosure Letter</u> ..... | 21   |

|  |    |
|--|----|
| ARTICLE V. REPRESENTATIONS AND WARRANTIES OF PURCHASER .....                   | 21 |
| Section 5.1 <u>Organization</u> .....  | 21 |
| Section 5.2 <u>Authorization; Enforceability</u> .....                         | 21 |
| Section 5.3 <u>No Conflicts</u> .....  | 22 |
| Section 5.4 <u>Consents and Approvals</u> .....                                | 22 |
| Section 5.5 <u>Broker’s, Finder’s or Similar Fees</u> .....                    | 22 |
| Section 5.6 <u>Litigation</u> .....  | 23 |
| Section 5.7 <u>Qualifications to Hold Communications Licenses</u> .....        | 23 |
| Section 5.8 <u>Condition of Business</u> .....                                 | 23 |
| Section 5.9 <u>Compliance with Communications Laws</u> .....                   | 23 |
| ARTICLE VI. COVENANTS .....  | 23 |
| Section 6.1 <u>Interim Operations of the Business</u> .....                    | 23 |
| Section 6.2 <u>Access; Confidentiality</u> .....                               | 26 |
| Section 6.3 <u>Efforts and Actions to Cause Closing to Occur</u> .....         | 27 |
| Section 6.4 <u>Notification of Certain Matters</u> .....                       | 30 |
| Section 6.5 <u>Submission for Court Approvals</u> .....                        | 30 |
| Section 6.6 <u>Debtor Cooperation</u> .....                                    | 31 |
| Section 6.7 <u>Subsequent Actions</u> .....                                    | 32 |
| Section 6.8 <u>Publicity</u> .....   | 32 |
| Section 6.9 <u>Tax Matters</u> .....   | 32 |
| Section 6.10 <u>Designation Dates; Assumption of Costs and Expenses</u> .....  | 33 |
| Section 6.11 <u>Prompt Payment of Cure Costs</u> .....                         | 34 |
| Section 6.12 <u>Completion of Nonassignable Designated Contracts</u> .....     | 34 |
| Section 6.13 <u>Casualty Loss</u> .....  | 34 |
| Section 6.14 <u>Other Assets</u> .....   | 35 |
| Section 6.15 <u>No Violation</u> .....   | 35 |
| ARTICLE VII. CONDITIONS.....   | 35 |
| Section 7.1 <u>Conditions to Obligations of Purchaser</u> .....                | 35 |
| Section 7.2 <u>Conditions to Obligations of Seller</u> .....                   | 37 |
| ARTICLE VIII. TERMINATION .....  | 38 |
| Section 8.1 <u>Termination</u> .....   | 38 |
| Section 8.2 <u>Effect of Termination</u> .....                                 | 40 |
| Section 8.3 <u>Expense Reimbursement</u> .....                                 | 40 |
| ARTICLE IX. MISCELLANEOUS .....  | 40 |
| Section 9.1 <u>Survival of Covenants, Representations and Warranties</u> ..... | 40 |
| Section 9.2 <u>Amendment and Modification; Waiver</u> .....                    | 40 |
| Section 9.3 <u>Notices</u> .....   | 41 |
| Section 9.4 <u>Counterparts</u> .....  | 42 |
| Section 9.5 <u>Entire Agreement; No Third Party Beneficiaries</u> .....        | 42 |

|              |                                       |    |
|--------------|---------------------------------------|----|
| Section 9.6  | <u>Severability</u> .....             | 42 |
| Section 9.7  | <u>Governing Law</u> .....            | 43 |
| Section 9.8  | <u>Exclusive Jurisdiction</u> .....   | 43 |
| Section 9.9  | <u>Remedies</u> .....                 | 43 |
| Section 9.10 | <u>Specific Performance</u> .....     | 43 |
| Section 9.11 | <u>Assignment</u> .....               | 43 |
| Section 9.12 | <u>Confidential Information</u> ..... | 44 |
| Section 9.13 | <u>Headings</u> .....                 | 44 |
| Section 9.14 | <u>No Punitive Damages</u> .....      | 44 |
| Section 9.15 | <u>Definitions</u> .....              | 44 |
| Section 9.16 | <u>Bulk Transfer Notices</u> .....    | 56 |
| Section 9.17 | <u>Non-Recourse</u> .....             | 56 |
| Section 9.18 | <u>Interpretation</u> .....           | 56 |

EXHIBITS

|           |   |
|-----------|---|
| Exhibit A | Form of Bill of Sale <sup>1</sup>             |
| Exhibit B | Form of Instrument of Assumption <sup>2</sup> |
| Exhibit C | Transition Services Agreement <sup>3</sup>    |
| Exhibit D | Release <sup>4</sup>                          |

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<sup>1</sup> Draft to be provided at a later date.

<sup>2</sup> Draft to be provided at a later date.

<sup>3</sup> Draft to be provided at a later date.

<sup>4</sup> Draft to be provided at a later date.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

## PURCHASE AGREEMENT

This Purchase Agreement, dated as of [●], 2014, is made and entered into by and among One Dot Six Corp., a Delaware corporation (“Seller”), and MAST Spectrum Acquisition Company LLC, a Delaware limited liability company (“Purchaser”).

### RECITALS

WHEREAS, pursuant to the Spectrum Lease Arrangement, Seller holds certain rights to operate a wireless network using spectrum in the 1670-1675 MHz band (the “Business”);

WHEREAS, on May 14, 2012, LightSquared Inc., a Delaware corporation, and certain of its affiliates, including Seller, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which cases are being jointly administered under Case No. 12-12080 (such cases, including the cases of the Seller and its non-Seller affiliates, the “Bankruptcy Cases”);

WHEREAS, on August 30, 2013, U.S. Bank National Association and Mast Capital Management, LLC filed the *Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code*. On October 7, 2013, U.S. Bank National Association and Mast Capital Management, LLC filed the *Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code*. On January 21, 2014, U.S. Bank National Association and Mast Capital Management, LLC filed the *First Amended Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code* and on August 19, 2014, U.S. Bank National Association and Mast Capital Management, LLC filed the *Second Amended Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code* (collectively, as amended, modified and/or supplemented, the “Plan”).

WHEREAS, Purchaser desires to purchase and acquire from Seller certain assets and rights used in the operation of the Business, and Seller desires to sell, convey, assign and transfer such assets and rights to Purchaser, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363, 365, 1123(b)(4), 1129 and 1142(b) of the Bankruptcy Code; and

WHEREAS, Seller desires to assign to Purchaser, and Purchaser desires to assume from Seller, certain liabilities, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363, 365, 1123(b)(2), 1129 and 1142(b) of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

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## ARTICLE I.

### DEFINITIONS

The terms defined or referenced in Section 9.15, whenever used herein, shall have the respective meanings set forth therein for all purposes of this Agreement.

## ARTICLE II.

### PURCHASE AND SALE OF ASSETS

Section 2.1 Sale and Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall unconditionally Transfer to Purchaser and/or one or more of Purchaser's Affiliates or Subsidiaries, as designated by Purchaser, and Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, shall purchase, acquire, assume and accept from Seller, free and clear of all Seller Liabilities, and Interests (except for Liens in favor of Purchaser and any Permitted Liens and Assumed Liabilities), all of Seller's right, title and interest in and to all of its Assets, other than the Retained Assets (collectively, the "Acquired Assets"), including (except as listed in Section 2.2):

- (a) all Intellectual Property of Seller, including the items listed on Section 4.7(a) and Section 4.7(b) of the Disclosure Letter;
- (b) all Contracts, including the Spectrum Lease Agreement, set forth on Section 2.1(b) of the Disclosure Letter (which Purchaser has the right to revise in its discretion in accordance with Section 6.10 hereof (collectively, the "Designated Contracts"));
- (c) all Real Property and personal property used or held for use in the Business, including the Leased Real Property (to the extent the applicable lease is a Designated Contract), all easements and rights of way and all buildings, fixtures and improvements erected on the Real Property;
- (d) all books, files, data, customer and supplier lists, cost and pricing information, business plans, quality control records and manuals, blueprints, research and development files to the extent the Transfer of such items is permitted under Applicable Law and related books and records for the Acquired Assets;
- (e) all computer systems, computer hardware and Software used or held for use in the Business;
- (f) all inventory, supplies, finished goods, works in process, goods-in-transit, packaging materials and other consumables used or held for use in the Business;
- (g) all transferable Permits of Seller and rights conferred upon that Seller thereby, including all Permits issued by the FCC listed on Section 2.1(g) of the Disclosure Letter;

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(h) subject to the FCC Consent, Seller’s right, title and interest to use the Spectrum as provided in the Spectrum Lease Agreement;

(i) all machinery, vehicles, tools, equipment, furnishings, office equipment, fixtures, furniture, spare parts and other fixed Assets which are owned by Seller (and Seller’s right, title and interest in any leases relating to the same to the extent the applicable lease is a Designated Contract), including all of Seller’s right, title and interest in or to all ground infrastructure, towers, transmission lines, antennas, microwave facilities, transmitters and related equipment (all of the foregoing, collectively, “Equipment”);

(j) all advertising or promotional materials of Seller;

(k) all manufacturer’s warranties to the extent related to the Acquired Assets and all claims under such warranties;

(l) to the extent Transferable under Applicable Law, all rights to the telephone numbers (and related directory listings), Internet domain names, Internet sites and other electronic addresses used by, assigned or allocated to Seller;

(m) all prepaid expenses (excluding prepaid Taxes) of Seller relating to any portion of the Acquired Assets;

(n) all Investments and any and all Cash and Cash Equivalents of Seller;

(o) all Cash and Cash Equivalents held in any security deposits, earnest deposits, customer deposits and other deposits and all other forms of security, in each case, deposited by a Third Party with Seller for the performance of a contract or agreement which otherwise constitutes a portion of the Acquired Assets;

(p) all rights of every nature and description under or arising out of insurance policies to the extent unexpired as of the Closing Date other than (i) policies relating to the liability of Seller’s directors and officers and (ii) policies to the extent they relate to any Retained Assets;

(q) all Accounts Receivable and Intercompany Receivables, whether or not reflected on the books of Seller, as of the Closing Date;

(r) customer relationships, goodwill and all other intangible assets relating to, symbolized by or associated with the Business;

(s) all other rights of Seller in the Assets owned by Seller necessary to or utilized in the operation of the Business as it is presently conducted or contemplated to be conducted, other than the Retained Assets;

(t) all rights, privileges, claims, demands, choses in action, prepayments, deposits, refunds, indemnification rights, warranty claims, offsets and other claims of Seller against Third Parties (“Actions”) relating to the Acquired Assets set forth in clauses (a) through (t) of this Section 2.1, including all Avoidance Actions; and

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(u) all Actions of Seller against any other Debtor, including any and all claims for contribution, reimbursement and/or subrogation.

Section 2.2 Retained Assets. Notwithstanding anything in this Agreement to the contrary, the Acquired Assets shall not include the Assets which are to be retained by Seller and not Transferred to Purchaser (collectively, the “Retained Assets”), which shall be limited to the following:

- (a) all rights of Seller in and to all Contracts other than the Designated Contracts;
- (b) all losses, loss carryforwards and rights to receive refunds, and credits with respect to any and all Taxes of Seller (and/or of any of its Affiliates);
- (c) all Tax Returns of Seller;
- (d) all books and records that Seller is required by Applicable Law to retain to the extent they relate exclusively to the Retained Assets or the Non-Assumed Liabilities;
- (e) customer relationships, goodwill and other intangible assets relating to, symbolized by or associated exclusively with the Retained Assets;
- (f) any directors and officers liability insurance policies of Seller and any claims thereunder and the rights of Seller thereunder and any proceeds thereof;
- (g) all documents and other materials covered by attorney-client privilege or another similar privilege;
- (h) all equity interests in Seller, and all equity interests held by Seller in any Subsidiary or any other Person, including all shares of capital stock (whether or not held in treasury), membership interests, or partnership interests;
- (i) all rights and claims of Seller with respect to those Assets listed in Section 2.2(i) of the Disclosure Letter which shall include claims of Seller against LightSquared Inc. in respect of subrogation, contribution and/or reimbursement arising from Seller’s satisfaction of DIP Claims and Inc. Facility-One Dot Six Guaranty Claims;
- (j) all right and claims of Seller arising under this Agreement and the Ancillary Agreements; and
- (k) the Avoidance Actions and all other Actions exclusively related to the Retained Assets set forth in clauses (a) through (j) of this Section 2.2.

Section 2.3 Assumption of Liabilities.

(a) On the Closing Date, Purchaser shall (or shall cause its designated Subsidiaries and/or Affiliates to) assume, and become solely and exclusively liable for, the following liabilities of Seller and no others (collectively, the “Assumed Liabilities”): (i) all liabilities and



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obligations of Seller under the Designated Contracts<sup>5</sup> to the extent arising exclusively from and after the Closing Date, (ii) any and all Cure Costs, (iii) any other liabilities and obligations that are specifically designated by Purchaser in writing on or prior to the Closing Date, and (iv) all liabilities relating to, or arising in respect of the Acquired Assets accruing, arising out of or relating to the operation of the Business or the Acquired Assets exclusively from and after the Closing Date.

(b) Nothing contained in this Agreement shall require Purchaser or any of its Affiliates to pay, perform or discharge any Assumed Liability so long as it shall in good faith contest or cause to be contested the amount or validity thereof.

(c) Nothing contained in this Section 2.3 or in any Instrument of Assumption or similar instrument, agreement or document executed by Purchaser at the Closing shall release or relieve Purchaser or Seller from its representations, warranties, covenants and agreements contained in this Agreement or any Ancillary Agreement or any certificate, schedule, instrument, agreement or document executed pursuant hereto or in connection herewith.

Section 2.4 Non-Assumed Liabilities. Notwithstanding anything in this Agreement to the contrary, and except as required by Applicable Law, Purchaser shall not assume, and shall be deemed not to have assumed, any Seller Liabilities or any obligations or liabilities of any of its Subsidiaries or Affiliates or the Business, other than the Assumed Liabilities specified in Section 2.3(a) (collectively, the “Non-Assumed Liabilities”). For purposes of clarity, each of (a) any liabilities or obligations of Seller with respect to Taxes with respect to Seller, the Business, or the Acquired Assets (except as provided in Section 6.9), and (b) other claims (including Taxes) against or relating to any of the Acquired Assets, Assumed Liabilities and/or the Business arising on or prior to the Closing Date, shall be Non-Assumed Liabilities.

Section 2.5 The Purchase Price.

(a) Purchase Price. Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Acquired Assets pursuant to the terms hereof, Purchaser shall (i) assume from Seller and become obligated to pay, perform and discharge, when due, the Assumed Liabilities; (ii) pay to Seller an amount in cash equal to the Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims (to the extent that the collateral securing such Other Secured Claims are Acquired Assets) and Wind Down Reserve and (iii) pay to Seller an amount equal to the DIP Claims on the date of execution of this Agreement plus \$1.00 of the Inc. Facility-One Dot Six Guaranty Claims (the “Credit Bid Purchase Price”) which Purchaser shall pay and deliver at the Closing in accordance with Section 2.5(b) (i), (ii) and (iii), collectively, the “Purchase Price”).

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<sup>5</sup> NTD: A schedule of Cure Costs for all Designated Contracts should be provided for Purchaser review.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(b) Payment of Purchase Price. The Purchase Price shall be payable, as determined by Purchaser as:

- (i) cash (the “Cash Consideration”) in an amount equal to the Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims (to the extent that the collateral securing such Other Secured Claims are Acquired Assets) and Wind Down Reserve; provided that, contemporaneous with the Closing, all Cash and Cash Equivalents on the balance sheet of the Seller shall be used to satisfy or pay down to the extent of such Cash and Cash Equivalents, Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims and Wind Down Reserve and any other part of the Cash Consideration.
- (ii) the assumption by Purchaser or its Designee of the Assumed Liabilities from Seller, including the assumption of the obligation to pay to the applicable counterparties of the applicable Designated Contracts the Cure Costs payable by Purchaser under Section 6.11; and
- (iii) the Credit Bid Purchase Price through a release of Seller under the DIP Credit Agreement and the Inc. Facility Credit Agreement of all or a portion (as determined by Purchaser) of the DIP Claims and the Inc. Facility-One Dot Six Guaranty Claims under Section 363(k) and 1129(b) of the Bankruptcy Code.

(c) Allocation of Purchase Price. Within sixty (60) days of the Closing Date, Purchaser shall prepare and deliver, or have prepared and delivered, to Seller a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder and upon reasonable consultation with Seller, and with Seller’s consent, which consent shall not be unreasonably withheld or delayed (such statement, the “Allocation Statement”). The parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 and all other Tax Returns, and shall not voluntarily take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Seller or Purchaser, as the case may be, shall promptly notify the other party of such proposed allocation. Seller or Purchaser, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this section. Except as otherwise required by Applicable Law or pursuant to a “determination” under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article II of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 2.5(c); and (ii) neither party (nor any of its Affiliates) will take any position inconsistent with this Section 2.5(c) in any Tax Return, in any refund claim, in any litigation or otherwise. Notwithstanding the allocation of the Purchase Price set forth in the Allocation Statement, nothing in the foregoing shall be determinative of values ascribed to the Acquired

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Assets or the allocation of the value of the Acquired Assets in any plan of reorganization or liquidation that may be proposed.

Section 2.6 Sale Free and Clear. Seller acknowledges and agrees and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Seller Liabilities and Interests (other than those Liens in favor of Purchaser created under this Agreement and/or any Ancillary Agreement, the Permitted Liens, if any, and Assumed Liabilities) of, against or created by Seller or its bankruptcy estate, to the fullest extent permitted by Section 1123 of the Bankruptcy Code and other Applicable Law, shall be fully released from and with respect to the Acquired Assets and thereupon shall attach to the Purchase Price with the same force, effect, validity, enforceability, and priority as such Seller Liabilities and Interests had attached to the Acquired Assets as of the Closing Date. On the Closing Date in accordance with Section 3.1(b) of this Agreement, the Acquired Assets shall be Transferred to Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, to the fullest extent permitted by Section 1123 of the Bankruptcy Code, free and clear of all Seller Liabilities and Interests, any rights of first refusal or offer, other than the Permitted Liens, if any, and the Assumed Liabilities.

Section 2.7 Assignment to Affiliates of Purchaser. Prior to the Closing, Purchaser shall have the right to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Affiliates or Subsidiaries of Purchaser (each, a “Designee”) by providing written notice to Seller and each such Designee shall be deemed to be a Purchaser for all purposes hereunder and under the Ancillary Agreements, except that no such assignment shall relieve Purchaser of any of its obligations hereunder or delay consummation of the Closing.

### ARTICLE III.

#### CLOSING

##### Section 3.1 Closing.

(a) Upon the terms and subject to the conditions of this Agreement, the Closing shall take place at the offices of Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, at 10:00 a.m., New York time as specified below, unless another date, time and/or place is agreed in writing by each of the parties hereto.

(b) The Closing shall occur on or before the date (the “Closing Date”) that is not later than the fifth Business Day following the satisfaction and/or waiver of all conditions to the Closing as set forth in Article VII (other than conditions which by their nature can be satisfied only at the Closing).

(c) Seller will retain *de facto* and *de jure* ownership, direction and control (within the meaning of the Communications Laws), of the Acquired Assets, including, for the avoidance of doubt of the rights to use the Spectrum leased to Seller pursuant to the Spectrum Lease Arrangement, until the Closing has occurred.

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Section 3.2 Deliveries by Seller.

(a) At the Closing, Seller shall deliver or cause to be delivered to Purchaser (unless previously delivered) each of the following:

- (i) the officers' certificate referred to in Section 7.1(j);
- (ii) a duly executed release (the "Release") substantially in the form attached as Exhibit D hereto<sup>6</sup>;
- (iii) a duly executed Transition Services Agreement<sup>7</sup>;
- (iv) a certified copy of the Confirmation Order;
- (v) a copy of the FCC Consent;
- (vi) the duly executed Bill of Sale and duly executed counterparts of each Conveyance Document;
- (vii) a duly executed Instrument of Assumption;
- (viii) a certification of non-foreign status for Seller in a form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder;
- (ix) certified copies of the resolutions of the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;
- (x) originals (or, to the extent originals are not available, copies) of all Designated Contracts (together with all amendments, supplements or modifications thereto);
- (xi) all books and records included in the Acquired Assets;

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<sup>6</sup> NTD: Such Release shall provide that the Purchaser and its Affiliates and Subsidiaries (collectively, the "Released Parties") are deemed released and discharged by Seller from any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of Seller, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing or hereinafter arising, in law, equity or otherwise, that Seller would have been legally entitled to assert in its own right or on behalf of another entity, based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Closing Date, other than (i) arising under this Agreement or (ii) relating to any act or omission of a Released Party that constitutes gross negligence, fraud or willful misconduct, as determined by a Final Order.

<sup>7</sup> NTD: Transition Services Agreement coverage is TBD and will address Seller contracts, assets and employees that overlap with those of the LP entities.

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- (xii) executed copies of the consents and approvals referred to in Section 7.1(b);
- (xiii) written documentation of the FCC extension or renewal of the Spectrum Lease Agreement for an additional ten year term;
- (xiv) all other documents required to be delivered by Seller to Purchaser at or prior to the Closing in connection with the Transactions; and
- (xv) such other instruments, in form and substance, reasonably satisfactory to the Purchaser, as are necessary to vest in the Purchaser good and marketable title in and to the Acquired Assets in accordance with the provisions hereof.

(b) Subject to the provisions of Section 6.12 hereof, nothing contained in this Section 3.2 is intended to nor shall be deemed to require the assignment or novation of, at the Closing, any Nonassignable Designated Contract.

### Section 3.3 Deliveries by Purchaser.

(a) At the Closing, Purchaser shall deliver or cause one or more of its Affiliates or Designees to deliver to Seller (unless previously delivered) each of the following:

- (i) the Cash Consideration, as provided in Section 2.5(b)(i);
- (ii) a release of Seller under the DIP Credit Agreement and the Inc. Facility Credit Agreement, as provided in Section 2.5(b)(iii);
- (iii) a duly executed Transition Services Agreement;
- (iv) certified copies of the resolutions of the governing body of Purchaser authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;
- (v) a duly executed Instrument of Assumption; and
- (vi) all other documents required to be delivered by Purchaser to Seller at or prior to the Closing in connection with the Transactions.

Section 3.4 Nonassignable Assets. To the extent that any Asset otherwise to be acquired by Purchaser upon the Closing pursuant to Section 2.1 hereof is determined by the Bankruptcy Court to be non-assignable pursuant to section 365(c) of the Bankruptcy Code or is otherwise determined to be non-assignable pursuant to Applicable Law by a court of competent jurisdiction (each, a “Nonassignable Asset”), such Nonassignable Asset shall be held, as of and from the Closing Date, for the benefit and burden of Purchaser and the covenants and obligations thereunder shall be fully performed by Purchaser on Seller’s behalf (to

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the extent such covenants and obligations are Assumed Liabilities) and all rights (to the extent such rights are Acquired Assets) existing thereunder shall be for Purchaser's account. To the extent permitted by Applicable Law, Seller shall take or cause to be taken, at Purchaser's expense, such actions as Purchaser may reasonably request which are required to be taken or appropriate in order to provide Purchaser with the benefits and burdens of the Nonassignable Asset. Seller shall promptly pay over to Purchaser the net amount (after expenses and Taxes of Seller (after taking into account any Tax benefits arising from such payments)) of all payments received by it in respect of all Nonassignable Assets, other than payments received from Purchaser pursuant to this Agreement.

#### ARTICLE IV.

##### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date of this Agreement, except as otherwise stated in this Article IV and except as set forth in the corresponding sections or subsections of the Disclosure Letter delivered by Seller to Purchaser concurrently with the execution and delivery hereof (it being agreed that disclosure of any information in a particular section or subsection of the Disclosure Letter shall be deemed disclosure with respect to any other section or subsection only to the extent that the relevance of such item is readily apparent from such disclosure).

Section 4.1 Organization. Seller has been duly organized and is validly existing in good standing under the laws of its jurisdiction of incorporation or organization, with the requisite power and authority to own its properties and conduct its business as currently conducted or contemplated to be conducted. Seller has been duly qualified as a foreign corporation or organization for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except to the extent that the failure to be so qualified or be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

##### Section 4.2 Financial Statements.

(a) The audited consolidated balance sheet as of December 31, 2011 and related consolidated statements of income of LightSquared Inc. (including the notes thereto and including the condensed consolidating financial information for LightSquared Inc. that includes LightSquared Inc. consolidated subsidiaries other than LightSquared LP and LightSquared LP's consolidated subsidiaries) for the year ended December 31, 2011, reported on and accompanied by a report from Ernst & Young LLP (the "Audited Financial Statements"), copies of which have heretofore been furnished to Purchaser, were prepared in accordance with GAAP and present fairly in all material respects the consolidated financial position of LightSquared Inc. as at such date and the consolidated results of operations and cash flows of LightSquared Inc. for the period then ended.

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(b) The unaudited consolidated balance sheet as of June 30, 2013 (the “Balance Sheet”) and the related unaudited statements of income of LightSquared Inc. (including the condensed consolidating financial information for LightSquared Inc. that includes LightSquared Inc. consolidated subsidiaries other than LightSquared LP and LightSquared LP’s consolidated subsidiaries) for the year ended June 30, 2013, and the unaudited consolidated statements of income and cash flow of LightSquared Inc. (including the notes thereto) for the period from January 1, 2013 to June 30, 2013 (collectively, the “Unaudited Financial Statements” and, together with the Audited Financial Statements, the “Historical Financial Statements”), copies of which have heretofore been furnished to Purchaser, were prepared in accordance with Seller’s internal accounting practices applied consistently with those used in the Audited Financial Statements and in accordance with GAAP and present fairly in all material respects the consolidated financial position of LightSquared Inc. as at such dates and the consolidated results of operations and cash flows of LightSquared Inc. for the applicable periods.

#### Section 4.3 Real and Personal Property.

(a) Seller has good and insurable fee simple title to, or valid leasehold interests in, or easements or other limited property interests in, all of its Real Properties constituting Acquired Assets and has good and marketable title to its personal property and Assets constituting Acquired Assets, in each case, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or contemplated to be conducted or to utilize such properties and Assets for their intended purposes. All such Acquired Assets are free and clear of Liens, other than (i) as are described in the consolidated balance sheets included in the Historical Financial Statements or (ii) Permitted Liens.

(b) Seller has complied in all material respects with all obligations under all leases relating to Acquired Assets to which it is a party. All such leases may be assumed or rejected in the Bankruptcy Cases and otherwise are in full force and effect. Except as set forth in Section 4.3(b) of the Disclosure Letter, Seller enjoys peaceful and undisturbed possession under all such leases. Except as set forth in Section 4.3(b) of the Disclosure Letter, Seller enjoys peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Section 4.3(c) of the Disclosure Letter is a true and correct list, as of the date of this Agreement, of all Real Property constituting Acquired Assets owned by Seller and the addresses thereof.

(d) Section 4.3(d) of the Disclosure Letter is a true and correct list, as of the date of this Agreement, of all Real Property constituting Acquired Assets leased by Seller and the addresses thereof.

(e) As of the date of this Agreement, Seller has not received any written notice of any pending or contemplated condemnation proceeding affecting any of its owned Real Property constituting Acquired Assets or any sale or disposition thereof in lieu of condemnation that remains unresolved.



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Section 4.4 Authorization; Enforceability. Subject to the entry of the Confirmation Order, Seller has all requisite corporate power and authority to enter into, execute and deliver this Agreement and the Ancillary Agreements to which it is or is to be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller of this Agreement and each of the Ancillary Agreements to which it is or is to be a party, and the consummation by Seller of the Transactions, have been duly authorized by all necessary corporate action on the part of Seller. The Board of Directors of Seller has resolved to recommend that the Bankruptcy Court approve this Agreement, the Ancillary Agreements and the Transactions. This Agreement has been and, when executed and delivered, each Ancillary Agreement to which Seller is to be a party, will be, duly and validly executed and delivered by Seller and, subject to the entry of the Confirmation Order, and assuming due and valid execution and delivery hereof and thereof by Purchaser, and each of the other parties hereof and thereto, as applicable, constitutes (in the case of this Agreement) and will constitute (in the case of each of the Ancillary Agreements) the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 4.5 No Conflicts. Except as set forth in Section 4.5 of the Disclosure Letter, subject to the entry of the Confirmation Order, the execution, delivery and performance of this Agreement and each other Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the certificate of incorporation, certificate of formation or bylaws or similar organizational document of Seller, (b) assuming receipt of all required consents and approvals from Governmental Entities and other Persons in accordance with Section 7.1(b), result in a violation of any Applicable Law or Material Contract, or (c) result in the creation or imposition of any Lien upon or with respect to any Acquired Asset, other than in favor of Purchaser as specified in the Ancillary Agreements and Permitted Liens. Seller is not in violation of its certificate of incorporation, articles of organization or bylaws or similar organizational document (as applicable in each case).

Section 4.6 Consents and Approvals. Except as set forth in Section 4.6 of the Disclosure Letter, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Seller or any of its properties or any other Person is required for the execution and delivery by Seller of this Agreement and the Ancillary Agreements and performance of and compliance by Seller with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws, which may include the HSR Act and any other Regulatory Approvals required and (c) the FCC Consent and any additional consents of the FCC required to facilitate the FCC Consent including but not limited to, FCC Consent to the renewal of the FCC License and extension of the Spectrum Lease Agreement.

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Section 4.7 Intellectual Property.

(a) Section 4.7(a) of the Disclosure Letter sets forth a complete and accurate list of all (i) United States and non-United States Patents and Patent applications owned by Seller; (ii) United States and non-United States Trademark registrations (including Internet domain registrations), Trademark applications, and material unregistered Trademarks owned by Seller; (iii) United States and non-United States Copyright and mask work registrations, and material unregistered Copyrights owned by Seller; and (iv) material Software (other than readily available commercial software programs having an acquisition price of less than \$10,000) that is owned, licensed, leased, by Seller, describing which Software is owned, licensed, or leased, as the case may be, and the applicable owner, licensor or lessor. All of the Intellectual Property set forth in Section 4.7(a) of the Disclosure Letter constitutes Acquired Assets, except as otherwise stated therein.

(b) Section 4.7(b) of the Disclosure Letter sets forth a complete and accurate list of all material Contracts (whether between Seller and Third Parties or inter-corporate) to which Seller is a party or otherwise bound, (i) granting or obtaining any right to use or practice any rights under any Intellectual Property (other than licenses for readily available commercial software programs having an acquisition price of less than \$10,000), or (ii) restricting Seller's rights to use any Intellectual Property, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "License Agreements"). Each License Agreement constitutes a Designated Contract except as otherwise indicated in Section 4.7(b) of the Disclosure Letter. Seller has not licensed or sublicensed its rights in any material Intellectual Property other than pursuant to the License Agreements.

(c) Seller owns or possesses valid and enforceable rights to use all material Intellectual Property used in the conduct of the Business or as contemplated to be used in the conduct of the Business. All registrations with and applications to Governmental Entities in respect of such Intellectual Property are valid and in full force and effect, have not, except in accordance with the ordinary course practices of Seller, lapsed, expired or been abandoned (subject to the vulnerability of a registration for trademarks to cancellation for lack of use), and are not the subject of any opposition filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry (except as disclosed in Section 4.7(c) of the Disclosure Letter). The consummation of the Transactions will not result in the loss or impairment of any rights to use material Intellectual Property or obligate Purchaser to pay any royalties or other amounts to any third party in excess of the amounts that would have been payable by Seller absent the consummation of the Transactions.

(d) Seller has taken reasonable security measures to protect the confidentiality and value of its trade secrets (or other Intellectual Property for which the value is dependent upon its confidentiality), and, to the Knowledge of Seller, no such information has been misappropriated or the subject of an unauthorized disclosure.

(e) Except as set forth on Section 4.7(e) of the Disclosure Letter and to the Knowledge of Seller, no present or former Affiliate, Subsidiary, employee, officer or director of

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Seller, or agent, outside contractor or consultant of Seller, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any material Intellectual Property. Other than with respect to copyrightable works Seller hereby represents to be “works made for hire” within the meaning of Section 101 of the Copyright Act of 1976 owned by Seller or otherwise owned by Seller by virtue of any applicable non-US copyright legislation, to the Knowledge of Seller, Seller has obtained from all individuals who participated in any respect in the invention or authorship of any Intellectual Property created by or for Seller (the “Owned Intellectual Property”), as consultants, as employees of consultants or otherwise, effective waivers of any and all author’s, moral and ownership rights of such individuals in the Owned Intellectual Property and written assignments to Seller of all rights with respect thereto. To the Knowledge of Seller, no Affiliate, Subsidiary, officer or employee of Seller is subject to any agreement with any third party that requires such Affiliate, Subsidiary, officer or employee to assign any interest in material Intellectual Property or to keep confidential any trade secrets, proprietary data, customer lists or other business information or that materially restricts such officer or employee from engaging in competitive activities or solicitation of customers.

(f) Seller has not (i) incorporated open source materials into, or combined open source materials with, material Intellectual Property or Software, (ii) distributed open source materials in conjunction with material Intellectual Property or Software, or (iii) used open source materials that create, or purport to create, obligations for Seller with respect to any material Intellectual Property or grant, or purport to grant to any Third Party, rights or immunities under any material Intellectual Property (including, but not limited to, using open source materials that require, as a condition of use, modification and/or distribution that other Software incorporated into, derived from or distributed with such open source materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) redistributable at no charge). Seller has not disclosed, and is not under an obligation to disclose, any material Software in source code form, except to parties that have executed written obligations to preserve the confidentiality of such source code.

(g) Seller has not received any notice that it is in default (or with the giving of notice or lapse of time or both, would be in default) under any contract relating to material Intellectual Property. To the Knowledge of Seller, no Intellectual Property rights of Seller are being infringed by any other Person, except to the extent that such infringement has not had and would not have, individually or in the aggregate, a Material Adverse Effect. The conduct of the Business does not conflict in any respect with any Intellectual Property rights of others, and Seller has not received nor has any Affiliate of Seller received any notice of any claim of infringement or conflict with any such rights of others which has had or would in any such case be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

#### Section 4.8 Material Contracts.

(a) Section 4.8(a) of the Disclosure Letter sets forth a complete and accurate list of Contracts that relate to the conduct and operations of the Business or the Acquired Assets (each a “Material Contract”), including (but excluding any Material Contract relating exclusively to LightSquared LP and its consolidated subsidiaries):

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- (i) any Contract that would be required to be filed by Seller as a “material contract” pursuant to Item 601(b)(10) of Regulation S-K under the Exchange Act, were such law applicable to it;
- (ii) any Contract containing covenants that purport to (A) restrict the business activity or ability of Seller to compete (and which, following the consummation of the Transactions, purport to prohibit Seller or Purchaser or its Affiliates from competing) in any business or geographic area or with any Person or limit the freedom of Seller or to solicit any Person, or (B) grant “most favored nation” status to the counterparty following consummation of the Transactions;
- (iii) each lease, rental or occupancy agreement, easement, right of way, license, installment and conditional sale agreement, and other contract affecting Seller’s ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property (except personal property leases and installment and conditional sales agreements having a value per item or aggregate payments of less than \$100,000 and with terms of less than one (1) year);
- (iv) each joint venture, partnership, and other Contract involving a sharing of profits, losses, costs or liabilities by Seller with any other Person,
- (v) each Contract providing for capital expenditures by Seller or with remaining obligations in excess of \$100,000 and which relates to the Acquired Assets;
- (vi) each Contract under which Seller has created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) Indebtedness or under which Seller has imposed (or may impose) a security interest or other Lien upon any Acquired Assets to secure Indebtedness;
- (vii) each consulting or other Contract of Seller involving compensation for services rendered or to be rendered, in each case involving payments of more than \$100,000 per year or \$200,000 in the aggregate;
- (viii) each Contract to which a Governmental Entity is a party;
- (ix) each Contract granting Seller any rights in the use of radio frequencies for each satellite or terrestrial use, including but not limited to the Spectrum Lease Agreement;
- (x) each mobile communications services Contract of Seller;
- (xi) each Contract related to the siting, buildout, and servicing of any mobile communications service network to be operated by Seller pursuant to the Spectrum Lease Arrangement and the Communications Laws;

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- (xii) each Contract or other agreement that materially affects Seller's access to, or manner of use of, radio frequencies including, without limitation, agreements materially affecting the design of Seller's mobile communications services and related Equipment;
- (xiii) each license agreement or distributor, dealer, sales representative or other sales agency Contract of Seller involving annual payments under such agreement or Contract in excess of \$50,000 per year or \$100,000 in the aggregate; and
- (xiv) each amendment, supplement, or modification (whether oral or written) in respect of any of the foregoing, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Except as may have occurred solely as a result of the commencement of the Bankruptcy Cases (or any other action taken by Seller or any of its Affiliates during the Bankruptcy Cases), each Material Contract is in full force and effect and, to the Knowledge of Seller, there are no material defaults thereunder on the part of any other party thereto which are not subject to an automatic stay. Except as may have occurred solely as a result of the commencement of the Bankruptcy Cases, Seller is not in default in any material respect in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any Material Contract to which it is a party or by which it or its property is bound which are not subject to an automatic stay.

(b) Seller is not subject to any oral agreements that if binding would be Material Contracts.

Section 4.9 Absence of Certain Developments. Except as set forth in Section 4.9 of the Disclosure Letter, since December 31, 2011, (i) Seller has not suffered any change or development which has had or would be reasonably likely to have a Material Adverse Effect and (ii) Seller has not Transferred ownership of any of its Assets to any of its Subsidiaries or Affiliates.

Section 4.10 No Undisclosed Liabilities. Except (a) as disclosed or reflected in the most recent balance sheet included in the Historical Financial Statements, (b) as incurred in the ordinary course of business consistent with past practice, (c) professional fees and expenses accrued in the Bankruptcy Cases; and (d) obligations due under the DIP Credit Agreement, Seller has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) that are or would reasonably be expected to be, individually or in the aggregate, material in relation to the total liabilities reported in the most recent balance sheet included in the Historical Financial Statements.

Section 4.11 Litigation. Except for the Bankruptcy Cases and as set forth in Section 4.11 of the Disclosure Letter, there are no legal, governmental or regulatory actions, suits, proceedings or investigations pending, or to the Knowledge of Seller, threatened to which Seller is or may be a party or to which any property of Seller, any Subsidiary, Affiliate, director

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or officer of Seller in their capacities as such, or the Business, Assumed Liabilities or Acquired Assets is or may be the subject that, individually or in the aggregate, has had or, if determined adversely to Seller, would reasonably be expected to have a Material Adverse Effect.

#### Section 4.12 Permits and Compliance with Laws.

(a) Except as set forth in Section 4.12(a) of the Disclosure Letter, Seller is not, nor has been at any time since January 1, 2010, in violation of any Applicable Law except for any such violation that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as set forth in Section 4.12(b) of the Disclosure Letter, none of Seller or any of its Affiliates, Subsidiaries, directors or officers have received written notification from any Governmental Entity (i) asserting a violation of any Applicable Law regarding the conduct of the Business; (ii) threatening to revoke any Permit; or (iii) restricting or in any way limiting its operations as currently conducted or contemplated to be conducted, except for notices of violations, revocations or restrictions which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(c) Seller possesses all Permits issued by, and has made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership, lease, use and operation of the Acquired Assets (collectively, the “Seller Permits”). Section 4.12(c) of the Disclosure Letter sets forth a true and correct list of all Seller Permits as presently in effect and a true and correct list of all material pending applications for Permits, that would be Seller Permits if issued or granted and all material pending applications by Seller for modification, extension or renewal of the Seller Permits. Except as set forth in Section 4.12(c) of the Disclosure Letter, all Seller Permits constitute Acquired Assets. Seller has operated the Business in compliance in all material respects with the terms and conditions of the Seller Permits. Seller has not received notice of any revocation or modification of any such Permit nor has any reason to believe that any such Permit will not be renewed in the ordinary course. For purposes of clarity, as used in this Agreement, the term “Permits” shall not include the FCC License or the Spectrum Lease Arrangement (including the Spectrum Sublease Agreement).

#### Section 4.13 Taxes.

(a) Seller has timely filed or caused to be filed all United States federal, state, local and non-United States Tax Returns required to have been filed that are material to the Acquired Assets, taken as a whole, and each such Tax Return is true, complete and correct in all material respects.

(b) Seller has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referenced in Section 4.13(a) and all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the Closing Date (except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which Seller has set aside on its books adequate reserves in accordance with GAAP).

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(c) Except as set forth in Section 4.13(c) of the Disclosure Letter to the Knowledge of Seller, there are no material United States federal, state, local or non-United States federal or provincial audits, examinations, investigations or other administrative proceedings or court proceedings that have been commenced or are presently pending, or threatened in writing with regard to any Taxes or Tax Returns with respect to the Acquired Assets. There is no material unresolved dispute or claim concerning any Tax liability with respect to the Acquired Assets either claimed or raised by any Tax Authority in writing.

(d) Seller has not (i) received material written notice of any Tax deficiency outstanding, proposed or assessed against or allocable to Seller, (ii) executed any waiver of any statute of limitations in respect of Taxes, or (iii) agreed to any extension of time with respect to a Tax assessment or deficiency.

(e) Other than Permitted Liens and except as set forth in Section 4.13(e) of the Disclosure Letter, there are no statutory Liens for Taxes upon any of the Acquired Assets or the Business other than Permitted Liens.

(f) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all material Taxes with respect to the Acquired Assets that Seller is (or was) required by law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, have been duly withheld or collected, and have been timely paid to the proper authorities to the extent due and payable, except to the extent that Purchaser will not have liability following the Closing with respect to any of the foregoing.

(g) Seller is not a party to any Tax allocation or sharing agreement. Seller (i) has not been a member of an affiliated group filing a consolidated U.S. federal income Tax Return (other than a group the common parent of which was LightSquared Inc.) nor (ii) has any liability for the Taxes of any Person (other than another Seller) under Treas. Reg. §1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(h) The unpaid Taxes of Seller (i) did not exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheet (rather than in any notes thereto), and (ii) will not exceed that reserve as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of Seller in filing its Tax Returns.

(i) Seller is not nor has been a party to any “listed transaction,” as defined in Code Section 6707A(c)(2) and Treas. Reg. §1.6011-4(b)(2).

Section 4.14 Employees. Seller has no employees.



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Section 4.15 [Reserved].

Section 4.16 Communications Matters.

(a) Seller has been approved by the FCC to be the lessee of the Spectrum pursuant to the Spectrum Lease Arrangement, and has timely submitted all reports and filings required to be filed with the FCC by Seller with respect to the Spectrum Lease Arrangement, all of which are accurate and complete in all material respects. The Spectrum Lease Arrangement and FCC License are the only licenses, permits, authorizations, orders or approvals issued by a Governmental Entity under the Communications Laws necessary for the lawful conduct of the Business as currently contemplated. The Spectrum Lease Arrangement is in full force and effect and, except as set forth in Section 4.16 of the Disclosure Letter, no action or proceeding is pending or, to the Knowledge of Seller, threatened to revoke, suspend, cancel or refuse to renew, extend or modify in any material respect the Spectrum Lease Arrangement, and there is not issued, outstanding or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against Seller or the Spectrum Lease Arrangement (including the Spectrum Sublease Agreement) that could result in any such action. Seller has timely taken all actions required under the Spectrum Lease Agreement to renew or extend the Spectrum Lease Arrangement for a period of ten years. Other than the FCC Consent or as set forth in Section 4.16(a) of the Disclosure Letter, the consent, approval, or authorization by any party is not required for Seller to assign the rights and obligations of Seller under the Spectrum Lease Agreement to Purchasers. Section 4.16(a) of the Disclosure Letter sets forth all of the steps Seller has taken, and will take, to timely and fully satisfy the Substantial Service Deadline in accordance with the Communications Laws.

(b) To the Knowledge of Seller, (i) the license issued to OP LLC for the Spectrum (“FCC License”) is in full force and effect and has not been revoked, suspended, canceled, rescinded, or terminated, or materially adversely modified and has not expired, and is not subject to any conditions except for conditions applicable to wireless licensees generally or as otherwise disclosed on the face of the FCC License, and has been issued for the full term; (ii) OP LLC is operating in compliance with the Communications Laws in all material respects with respect to the FCC License and the Spectrum Sublease Agreement, and has timely submitted all reports and filings required to be filed with the FCC by OP LLC with respect to the FCC License and the Spectrum Sublease Agreement, all of which are accurate and complete in all material respects; and (iii) there is no action, pending or threatened to revoke, suspend, cancel or refuse to renew or modify in any material respect the FCC License, and there is not issued, outstanding or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against OP LLC or the FCC License that could result in any such action.

(c) Except as set forth in Section 4.16(c) of the Disclosure Letter, no other radio communications facility licensed to any Governmental Entity or commercial entity is causing or projected to cause or receiving or projected to receive interference to or from the use of the Spectrum by Seller as authorized in the Spectrum Lease Agreement and FCC License.

Section 4.17 [Reserved].

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Section 4.18 Brokers. Except with respect to fees payable to Moelis & Company LLC and except as set forth in Section 4.18 of the Disclosure Letter, Seller is not a party to any contract, agreement or understanding with any Person that would give rise to a valid claim against Purchaser for a brokerage commission, finder's fee or like payment in connection with the Transactions.

Section 4.19 Environmental Matters. Except as disclosed in Section 4.19 of the Disclosure Letter: (a) no written notice, request for information, claim, demand, order, complaint or penalty has been received by Seller, and there are no judicial, administrative or other actions, suits or proceedings pending or, to Seller's Knowledge, threatened, which allege a violation of or liability under any Environmental Laws, in each case relating to Seller or any of the Acquired Assets, (b) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller has all Permits necessary for its operations to comply with all applicable Environmental Laws and is in compliance with the terms of such Permits and with all other applicable Environmental Laws, and (c) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no pollutants, contaminants, wastes, chemicals, materials, substances and constituents of any nature which are subject to regulation or which would reasonably be likely to give rise to liability under any Environmental Law, including Hazardous Material, is located at, in, or under any property currently or formerly owned, operated or leased by Seller that would reasonably be expected to give rise to any liability or obligation of Seller under any Environmental Laws, and no Hazardous Material has been generated, owned or controlled by Seller and has been transported to or released at any location in a manner that would reasonably be expected to give rise to any liability or obligation on Seller under any Environmental Laws.

Section 4.20 Title to Assets; Sufficiency of Assets.

(a) Except as disclosed in Section 4.20(a) of the Disclosure Letter<sup>8</sup>, Seller holds, and subject to the entry of the Confirmation Order, at the Closing shall cause to be delivered to Purchaser, good and valid title to or, in the case of leased or licensed Assets, a valid and binding leasehold interest in or license to or rights under (as the case may be), all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens.

(b) The Acquired Assets include all tangible Assets, intangible Assets and Intellectual Property that are necessary for the conduct of the Business in substantially the same manner as conducted and as contemplated to be conducted by Seller, its Subsidiaries and its Affiliates prior to the commencement of the Bankruptcy Cases, except for the Retained Assets.

(c) The Acquired Assets include all material tangible Assets, intangible Assets and Intellectual Property that are necessary or required for use of the Spectrum by Seller to meet the Substantial Service Deadline. All material items of Equipment (including transmission and reception Equipment) included in the tangible Assets are in good operating condition and repair and are suitable for their intended purposes, subject to normal wear and tear.

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<sup>8</sup> NTD: This schedule will refer to any assets or rights not held by Seller, which will be subject to the Transition Services Agreement.

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(d) Except as disclosed in Section 4.20(d) of the Disclosure Letter, no Assets owned or held by any Affiliate of Seller are used in the operation of the Business.

Section 4.21 Insurance. Section 4.21 of the Disclosure Letter sets forth a true, complete and correct description of all material insurance maintained by or on behalf of Seller as of the date of this Agreement. As of such date, such insurance is in full force and effect.

Section 4.22 Related Party Transactions. Except as set forth on Section 4.22 of the Disclosure Letter, Seller is not a party to any contract or arrangement with any equityholder, officer, director or Affiliate of Seller related to the Acquired Assets or the conduct of the Business.

Section 4.23 No Other Representations or Warranties; Disclosure Letter. Except for the representations and warranties contained in this Article IV (as modified by the Disclosure Letter), neither Seller nor any other Person makes any other express or implied representation or warranty (either written or oral), including any express or implied representation as to the accuracy or completeness of any information (either written or oral), with respect to Seller, the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated by this Agreement and any Ancillary Agreement, and Seller disclaims any other representations or warranties, whether made by Seller, its Affiliates or any other Person. It is expressly understood that, except as otherwise expressly provided herein, Purchaser takes the Acquired Assets “as is” and “where is”.

## ARTICLE V.

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date of this Agreement.

Section 5.1 Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser is duly qualified to do business as a foreign limited liability company and is in good standing in each jurisdiction where the nature of the property owned or leased by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a Purchaser Material Adverse Effect. Purchaser is a U.S. person as defined under the 22 CFR Part 120.15 and is not owned or controlled by foreign persons as defined in 22 CFR Part 122.

Section 5.2 Authorization; Enforceability. Purchaser has all requisite limited liability company power and authority to enter into this Agreement and the Ancillary Agreements to which Purchaser is a party. The execution, delivery and performance by Purchaser of this Agreement and each of the Ancillary Agreements to which Purchaser is a party, and the consummation by Purchaser of the Transactions, have been duly authorized by all

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necessary limited liability company action on the part of Purchaser. This Agreement has been and, when executed and delivered, each Ancillary Agreement to which Purchaser is to be a party, will be duly and validly executed and delivered by Purchaser and, subject to the entry of the Confirmation Order, and assuming due and valid execution and delivery hereof and thereof by Seller, and each of the other parties hereto and thereto, as applicable, constitutes (in the case of this Agreement) and will constitute (in the case of each such Ancillary Agreement) the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 5.3 No Conflicts. Subject to the entry of the Confirmation Order, the execution, delivery and performance of this Agreement and each Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the certificate of formation or limited liability company agreement or similar organizational document of Purchaser or (b) assuming receipt of all required consents and approvals identified in Section 5.4 of the Purchaser Disclosure Letter or otherwise in this Agreement, result in a violation of any law, statute, rule or regulation of any Governmental Entity or any applicable order of any court or any rule, regulation or order of any Governmental Entity applicable to Purchaser or by which any property or asset of Purchaser is bound, except for violations which, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.4 Consents and Approvals. Except as set forth in Section 5.4 of the Purchaser Disclosure Letter, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Purchaser or any of its properties is required for the execution and delivery by Purchaser of the Agreement and the Ancillary Agreements and performance of and compliance by Purchaser with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws, which may include the HSR Act and any other Regulatory Approvals required, (c) the FCC Consent and any additional consents of the FCC required to facilitate the FCC Consent, including, but not limited to, FCC consent to the extension or renewal of the Spectrum Lease Arrangement, and (d) such other consents, approvals, authorizations, registrations or qualifications the absence of which will not have or would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

Section 5.5 Broker's, Finder's or Similar Fees. Purchaser is not party to any contract, agreement or understanding with any Person for any and there are no brokerage commissions, finder's fees or similar fees or commissions that would give rise to a valid claim against Seller in connection with the Transactions.

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Section 5.6 Litigation. There are no legal proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party, which, if adversely determined, would reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.7 Qualifications to Hold Communications Licenses. Purchaser is legally, financially and otherwise qualified under the Communications Laws to be the lessee of the Spectrum as contemplated by this Agreement and to perform its obligations hereunder and thereunder. To the knowledge of Purchaser, no fact or circumstance related to Purchaser exists that would reasonably be expected to unduly prevent or delay, in any material respect, the issuance of the FCC Consent.

Section 5.8 Condition of Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that neither Seller, its Affiliates nor any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in Article IV hereof (as modified by the Disclosure Letter), and Purchaser acknowledges and agrees that, except for the representations and warranties contained herein, the Acquired Assets are being transferred on a “where is” and, as to condition, “as is” basis. Purchaser further represents that neither Seller, its Affiliates nor any other Person has made any representation or warranty, express or implied as to the accuracy or completeness of any information regarding Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement and neither Seller, its Affiliates nor any other Person will have or be subject to liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives of Purchaser’s use of, any such information. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and, in making the determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation.

Section 5.9 Compliance with Communications Laws. Purchaser is in compliance in all material respects with all relevant Communications Laws. There is no claim, action, suit, investigation, litigation or proceeding regarding Purchaser’s compliance with any provision of the Communications Laws, that: (i) is pending before any Governmental Entity; or (ii) to the knowledge of Purchaser, is threatened before any Governmental Entity.

## ARTICLE VI.

### COVENANTS

Section 6.1 Interim Operations of the Business. From the date of this Agreement through the Closing Date, except as set forth below, Seller covenants and agrees that, except as expressly provided in this Agreement or the Plan, required by Applicable Law or as may be agreed in writing by Purchaser, such agreement not to be unreasonably withheld, conditioned or delayed:

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(a) (i) the Business shall be conducted only in the ordinary course consistent with past practice, (ii) subject to prudent management of business needs, Seller shall use commercially reasonable efforts to preserve intact the Acquired Assets and the business organization of the Business, maintain the existing relations with customers, suppliers, vendors, creditors, business partners and others having business dealings with the Business and (iii) Seller shall pay all working capital (i.e. operating expenditures and capital expenditures) and other ordinary course expenditures of the Business;

(b) Seller shall use commercially reasonable efforts to maintain, preserve and protect all of the Acquired Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business;

(c) Seller shall not (i) modify, amend, reject, waive any rights under or terminate any Designated Contract or (ii) waive, release, compromise, settle or assign any material rights or claims related to any Designated Contract;

(d) Subject to Purchaser's compliance with Section 6.11, Seller shall use its commercially reasonable efforts to, prior to or contemporaneously with confirmation of the Plan, obtain entry of an order from the Bankruptcy Court authorizing Seller to assume, if necessary pursuant to sections 365 and 1123 of the Bankruptcy Code, the Designated Contracts and assign such Designated Contracts to Purchaser;

(e) Seller shall not take or agree to or commit to assist any other Person in taking any action that would reasonably be expected to (i) result in a failure of any of the conditions to the Closing as set forth in Article VII or (ii) impair the ability of Seller or Purchaser to consummate the Closing in accordance with the terms hereof or to materially delay such consummation;

(f) Seller shall not, with respect to the Acquired Assets or the Business, make or authorize (i) any change to its accounting principles, methods or practices or (ii) any change to its Tax accounting principles, methods or practices other than, in each case, as required by changes in Applicable Law, or GAAP, or would not reasonably be expected to affect any Tax related to the Acquired Assets after the Closing Date;

(g) Seller shall not grant or execute any power of attorney to or for the benefit of any Person that vests in such Person decision-making authority or the ability to bind Seller with respect to any matter that is in any respect material to Seller, any Acquired Asset or the Business;

(h) Except to the extent provided in the Plan, Seller shall not (i) cause or permit the amendment, restatement or modification of its certificate of incorporation or bylaws, except as otherwise required by Applicable Law, (ii) effect a split or reclassification or other adjustment of any of its equity interests or a recapitalization thereof, (iii) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any of its equity interests or any equity interest of, or similar interest in, a joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (iv) alter, whether through a complete or partial liquidation, dissolution, merger, consolidation, restructuring,

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reorganization or in any other manner, its legal structure or ownership or any joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (v) declare, set aside or pay any type of dividend, whether in cash, stock or other property, in respect of any of its equity interests, or repurchase, redeem or otherwise acquire or offer to repurchase, redeem or otherwise acquire any such equity interests, (vi) sell, lease, mortgage, pledge, grant a lien, mortgage, pledge, security interest, charge, claim or other encumbrance of any kind or nature on or otherwise encumber or dispose of any of its properties or assets, except for dispositions of obsolete equipment in the ordinary course of business, or (vii) propose, adopt or approve a plan with respect to any of the foregoing;

(i) Seller shall not sell, lease, transfer or otherwise dispose (including through right of use agreements) of any Acquired Assets, other than sales of service contracts or inventory in the ordinary course of business;

(j) Seller shall not, assume, reject or assign any Material Contract other than the assumption and assignment of the Designated Contracts, as contemplated by this Agreement, to Purchaser;

(k) Seller shall, with respect to the Business, file, when due or required, all Tax Returns and other tax returns and other reports required to be filed and pay when due all Taxes, assessments, fees and other charges lawfully levied or assessed against them;

(l) Seller shall not: (i) enter into any new Contracts with respect to any Spectrum leased to Seller pursuant to the Spectrum Lease Agreement; (ii) enter into any new Contracts to accept harmful interference as defined by the FCC in connection with the FCC License or the Spectrum Lease Arrangement; (iii) sell, lease, transfer or otherwise dispose (including through right of use agreements) of any rights to use the Spectrum as provided under the Spectrum Lease Agreement; (iv) fail to maintain in effect the Spectrum Lease Arrangement, including by failing to take any action necessary or required to extend or renew the term of the Spectrum Lease Arrangement and to cooperate with OP LLC to satisfy or obtain an extension of the Substantial Compliance Deadline, (v) seek to modify the Spectrum Lease Arrangement, or to cause OP LLC to modify the FCC License, except for the filing and prosecution of the FCC Application, or (vi) take any action that reasonably could be viewed as jeopardizing Seller's qualifications to lease the Spectrum or that otherwise jeopardizes the FCC License,;

(m) Seller shall promptly notify Purchaser of any communications from the FCC or OP LLC (whether written or oral) relating to the Spectrum, Seller's proposed use of the Spectrum, the FCC License, the Spectrum Lease Agreement, or the Spectrum Lease Arrangement;

(n) Seller shall take all actions necessary or required to (i) fulfill all of Seller's obligations under the Spectrum Lease Agreement and the Spectrum Lease Arrangement; (ii) comply with any and all applicable requirements of the FCC License and the provisions of the Communications Laws and FCC rules that apply to use of the Spectrum and/or the Spectrum Lease Arrangement; (iii) satisfy, or obtain an extension of, the Substantial Compliance Deadline, including but not limited to, the actions listed on Section 4.16(a) of the Disclosure Letter; and



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(iv) obtain FCC approval to extend the term of the Spectrum Lease Arrangement for a period of an additional ten years.

(o) Seller shall comply with all of the covenants and agreements contained in the DIP Credit Agreement;

(p) Seller shall not enter into any Contract, directly or indirectly, unilaterally or in concert, and whether orally, in writing, formally or informally, to do any of the foregoing or assist or cooperate with any other Person in doing any of the foregoing, or authorize, recommend, propose or announce an intention to do any of the foregoing.

(q) Seller shall provide Buyer with quarterly updates on progress toward meeting the substantial service showing under the FCC License;

(r) Seller shall provide Buyer with monthly updates on the status of discussions with any Government Entity relating to the use and licensing of the NOAA Spectrum, including but not limited to the proposed relocation of NOAA's national weather service radiosonde operations and the size of the exclusion zones imposed on the operation of the NOAA Spectrum to eliminate the potential for interference to NOAA's earth stations;

(s) Seller shall employ commercially reasonable efforts to obtain support from NOAA, FCC, and the National Telecommunications and Information Administration for commercial use of the NOAA Spectrum.

#### Section 6.2 Access; Confidentiality.

(a) Subject to Section 9.12, from the date hereof until the earlier of (i) termination of this Agreement or (ii) the Closing, Seller will, (x) upon reasonable notice, give Purchaser and its employees, accountants, financial advisors, financing sources, counsel and other representatives reasonable access during normal business hours to the offices, properties, books and records of Seller relating to the Acquired Assets, the Assumed Liabilities, and the Business; (y) furnish to Purchaser such financial and operating data and other information relating to the Acquired Assets, the Assumed Liabilities, and the Business as may be reasonably requested; and (z) instruct the executive officers and counsel, auditors and financial advisors of Seller to cooperate with Purchaser's employees, accountants, counsel and other representatives; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Seller to disclose information, (1) the disclosure of which to Purchaser would result in the waiver of attorney-client privilege that may be asserted by Seller (that has not already been waived by any of the parties thereto), (2) in violation of any competition or anti-trust laws, (3) that conflicts with any confidentiality obligations to which Seller is bound.

(b) Purchaser shall cooperate with Seller and make available to Seller such documents, books, records or information Transferred to Purchaser and relating to activities of the Business prior to the Closing as Seller may reasonably require after the Closing in connection with any Tax determination or contractual obligations to Third Parties or to defend or prepare for

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the defense of any claim against Seller or to prosecute or prepare for the prosecution of claims against Third Parties by Seller relating to the conduct of the Business by Seller prior to the Closing or in connection with any governmental investigation of Seller or any of its Affiliates; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Purchaser.

(c) No party shall destroy any files or records which are subject to this Section 6.2 without giving reasonable notice to the other parties, and within 15 days of receipt of such notice, any such other party may cause to be delivered to it the records intended to be destroyed, at such other party's expense.

(d) Following the Closing, Seller shall maintain as confidential and shall not use or disclose (except as required by Applicable Law or as authorized in writing by Purchaser) (i) any information or materials relating to the Business, and (ii) any materials developed by Purchaser or any of its representatives (including its accountants, advisors, environmental, labor, employee benefits and any other consultants, lenders and legal counsel). Except as otherwise permitted and provided above, in the event Seller is required by Applicable Law to disclose any such confidential information, Seller shall promptly notify Purchaser in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with Purchaser in connection with Purchaser's efforts to obtain a protective order (at Purchaser's sole cost and expense) and otherwise preserve the confidentiality of such information consistent with Applicable Law. Information subject to the confidentiality obligations in this Section 6.2(d) does not include any information which (A) at the time of disclosure is generally available to or known by the public (other than as a result of its disclosure in breach of this Agreement) or (B) becomes available on a non-confidential basis from a Person who is not known to be bound by a confidentiality agreement with the Purchaser or its Affiliates, or who is not otherwise prohibited from transmitting the information.

### Section 6.3 Efforts and Actions to Cause Closing to Occur.

(a) At all times prior to the Closing, upon the terms and subject to the conditions of this Agreement, Seller and Purchaser shall use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable (subject to any Applicable Laws) to cause the Closing Date to occur and consummate the Closing and the other Transactions, including the preparation and filing of all forms, registrations and notices required to be filed to cause the Closing Date to occur and to consummate the Closing and the other Transactions and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions, expiration or termination of waiting periods, or waivers by any Third Party or Governmental Entity, including the FCC Consent. In addition, subject to the terms of this Agreement, no party hereto shall take any action after the date hereof that would reasonably be expected to materially delay the obtaining of, or result in not obtaining, any permission, approval or consent from any Governmental Entity or other Person required to be obtained prior to the Closing as applicable; provided, however, that nothing herein shall be construed to prevent, limit, or restrict Purchaser from initiating or participating in any proceeding with any Governmental Entity that either (x) does not specifically pertain to the Spectrum or (y)

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relates to the use of the Spectrum in conjunction with any other radio frequencies. Each of Purchaser and Seller shall bear its own costs, fees and expenses relating to the obtaining of any approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions or waivers referred to in this Section 6.3(a) except that any filing fees associated with the filings related to the FCC Consent, and any fee required to be paid in connection with any filing under the HSR Act or its implementing regulations, shall be paid one half by Purchaser and one half by Seller.

(b) Subject to Applicable Law, from the date hereof through the Closing Date, Seller and Purchaser shall promptly consult with the other with respect to, provide any necessary information with respect to, and provide the other (or its counsel) with copies of, all filings made by such party with any Governmental Entity or any other information supplied by such party to a Governmental Entity in connection with this Agreement and the Transactions. Seller and its Affiliates and Purchaser shall promptly provide the other with copies of any written communication received by it from any Governmental Entity regarding any of the Transactions. If Seller or its Affiliates, on the one hand, and Purchaser or its Affiliates, on the other hand, receives a request for additional information or documentary material from any such Governmental Entity with respect to any of the Transactions, then such party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other, an appropriate response in compliance with such request. To the extent that Transfers, amendments or modifications of Permits are required as a result of the execution of this Agreement or consummation of any of the Transactions, Seller shall use its commercially reasonable efforts to effect such Transfers, amendments or modifications.

(c) In addition to and without limiting the agreements of the parties contained above, Seller and Purchaser shall:

- (i) (A) take promptly, but in no event more than ten (10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining the FCC Consent; (B) take promptly, but in no event more than ten (10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining HSR Act approval; and (C) take promptly, but in no event more than ten (10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining any other required approvals or consents necessary to consummate the Closing and the Transactions;
- (ii) comply at the earliest practicable date with any request for additional information or documentary material received by Seller or Purchaser or any of their Affiliates from the FCC or other Governmental Entity in connection with the FCC Application, the FCC Consent or any other required approvals or consents, including Seller's application to renew or extend the Spectrum Lease Arrangement or the pending application filed

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by LightSquared LP to modify its FCC license for the use of the Spectrum and NOAA Spectrum;

- (iii) cooperate with each other in connection with any filing in connection with the FCC Application, the FCC Consent or any other required approvals or consents, including Seller's application to renew or extend the Spectrum Lease Arrangement or the pending application filed by LightSquared LP to modify its FCC license for the use of the Spectrum and NOAA Spectrum;
- (iv) use their respective commercially reasonable efforts to oppose any petitions to deny or other objections that may be filed or otherwise raised before the FCC with respect to the FCC Application and any requests for reconsideration or review of the grant of the FCC Consent, except nothing herein shall obligate either party to participate in any evidentiary hearing before the FCC; provided, however, that none of the parties shall take any action that it knows or should know would adversely affect or delay the grant of FCC Consent;
- (v) use commercially reasonable efforts to resolve such objections, if any, as may be asserted in connection with the FCC Application, the FCC Consent or the LightSquared LP application for a FCC license to use the Spectrum or NOAA Spectrum, under any antitrust law or otherwise in connection with any other required approvals or consents;
- (vi) advise the other party promptly of any material communication with such party and the FCC, NOAA, the National Telecommunications and Information Administration, or the Office of Management and Budget in connection with the FCC Application, the FCC Consent, the Spectrum, or the NOAA Spectrum or from any Governmental Entity in connection with any of the Transactions;
- (vii) not make any submission or filings, and to the extent permitted by such Governmental Entity, participate in any meetings or any material conversations with Governmental Entities in respect of any required FCC Consent or efforts by LightSquared LP to secure a FCC license to use the Spectrum or NOAA Spectrum, unless the party consults with the other party in advance and gives the other party the opportunity to review drafts of any submissions or filings, and attend and participate in any communications or meetings;
- (viii) where a party seeks not to provide the other party with any information under this Section 6.3 on grounds that such information is competitively sensitive, such party will be required to provide the information to the other party's external counsel (except for information that relates to a

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party's valuation of the transactions contemplated by this Agreement) and such external counsel will not provide the information to its client; and

- (ix) cooperate in all proceedings before any Governmental Entity related to the use or conditions of use of the Spectrum, the NOAA Spectrum or any radio frequencies proposed to be used in conjunction with the Spectrum to provide communications services, including without limitation making a joint petition and fully participating in any such proceedings to promote the interests of the Business.

(d) Notwithstanding the foregoing or any other covenant herein contained, nothing in this Agreement shall be deemed to require Purchaser or Seller to (i) commence any litigation against any Person in order to facilitate the consummation of any of the Transactions, except as otherwise set forth in this Section 6.3 hereof; (ii) take or agree to take any other action or agree to any limitation that would reasonably be expected to have a Purchaser Material Adverse Effect on the one hand, or a Material Adverse Effect on the other hand; (iii) agree to sell or hold separate any material assets, businesses, or interest in any material assets or businesses of Purchaser or Seller, or to agree to any material changes or restrictions in the operation of any assets or businesses of Purchaser or Seller; (iv) defend against any litigation brought by any Governmental Entity seeking to prevent the consummation of, or impose limitations on, any of the Transactions, except as otherwise set forth in this Section 6.3 hereof; or (v) participate in an evidentiary hearing before the FCC in order to facilitate the consummation of any of the Transactions.

Section 6.4 Notification of Certain Matters. Seller shall give written notice to Purchaser, and Purchaser shall give written notice to Seller, promptly after becoming aware of (i) the occurrence of any event, which would be likely to cause any condition set forth in Article VII to be unsatisfied at any time from the date hereof to the Closing Date, (ii) any notice or other communication from (x) any Person alleging that the consent of such Person is or may be required in connection with any of the Transactions or (y) any Governmental Entity in connection with any of the Transactions or (iii) any actions, suits, claims, investigations, proceedings or written inquiries commenced relating to Seller, the Acquired Assets or the Business that, if pending on the date of this Agreement, would have been required to be disclosed pursuant to Section 4.9 or, if determined adversely to Seller, could materially and adversely affect Seller, the Acquired Assets or the Business and (iv) any actions, suits, claims, investigations, proceedings or written inquiries commenced relating to Purchaser or any of its Affiliates or Subsidiaries that could impact the Closing or the satisfaction of any condition precedent thereto; provided, however, that the delivery of any notice pursuant to this Section 6.4 shall not limit or otherwise affect the remedies available hereunder to Purchaser.

Section 6.5 Submission for Court Approvals.

(a) Seller agrees that Purchaser is the "Successful Bidder" for purposes of the purchase and sale of the Acquired Assets as reflected in the Notice of Successful Bidder Under One Dot Six Plan for One Dot Six Assets [Docket No. 1165]. In furtherance thereof and except as consented to in writing by Purchaser, Seller shall not seek any order approving any other

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Person as the “Successful Bidder” and shall take all action consistent with Purchaser’s designation as the “Successful Bidder.” Until entry of the Confirmation Order, Seller shall comply with the provisions of the Bid Procedures Order.

(b) At least five (5) Business Days prior to serving or filing any material motion, application, pleading, schedule, report and other paper (including memoranda, exhibits, supporting affidavits and evidence and other supporting documentation) in its Bankruptcy Cases relating to or affecting the Transactions, including any pleading seeking relief related to the sale, Seller shall provide a draft thereof to Purchaser and its counsel, and provide Purchaser (and its advisors and counsel) with a reasonable opportunity to consult within such period with Seller with respect to any and all such motions, applications, pleadings, schedules, reports and other papers.

(c) Seller shall take all actions reasonably required to assume and assign the Designated Contracts to Purchaser, including taking all actions reasonably required to obtain a Bankruptcy Court order containing a finding that the proposed assumption and assignment of the Designated Contracts to Purchaser satisfies all applicable requirements of section 365 or 1123(b)(2) of the Bankruptcy Code.

(d) Seller shall use commercially reasonable efforts to obtain entry of a Final Order of the Bankruptcy Court pursuant to section 365 or 1123(b)(2) of the Bankruptcy Code, including, without limitation, to determine whether Seller has provided “adequate assurance” to counterparties to the Designated Contracts within the meaning of, and as required by, sections 365(b) and 365(f) of the Bankruptcy Code.

(e) Promptly upon the execution of this Agreement, Seller shall use commercially reasonable efforts to obtain as soon as possible, but subject to the notice requirements of the Bankruptcy Code and Bankruptcy Rules and the Bankruptcy Court’s availability, the requirements of the Bid Procedures Order (and the bidding procedures contained therein), the Bankruptcy Court’s entry of the Confirmation Order. The Confirmation Order shall be in form and substance reasonably satisfactory to Purchaser.

(f) If the Confirmation Order shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification modification, vacation, stay, rehearing, reargument or leave to appeal shall be filed with respect to any such order), Seller and Purchaser will cooperate in taking steps to reasonably diligently defend such appeal, petition or motion and use commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.

Section 6.6 Debtor Cooperation. Seller and one or more Debtors are party to and have joint obligations under certain of the Designated Contracts (the “Joint Designated Contracts”). Seller shall use its commercially reasonable efforts to cause Sellers obligations to be assigned to Purchaser pursuant to a new separate contract. To the extent that the rights of Seller under any Joint Designated Contract has not been assigned prior to the Closing, this Agreement, then Seller, to the maximum extent permitted by Applicable Law and the Joint Designated Contract, shall act as Purchaser’s agent in order to obtain for Purchaser the

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benefits thereunder and shall cooperate, to the maximum extent permitted by Applicable Law and the instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser.

Section 6.7 Subsequent Actions. If at any time after the Closing Date, Purchaser or Seller considers or is advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser, its right, title or interest in, to or under any or all of the Acquired Assets or otherwise to carry out this Agreement, including the assumption of the Assumed Liabilities, Purchaser or Seller shall at Purchaser's sole cost and expense, execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances and take and do all such other actions and things as may be requested by the other party in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser or otherwise to carry out this Agreement. For the avoidance of doubt, this 0 shall survive the Closing.

Section 6.8 Publicity. Prior to the Closing and without limiting or restricting any party from making any filing with the Bankruptcy Court with respect to this Agreement or the Transactions, no party shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, disclosure is otherwise required by Applicable Law, the Bankruptcy Code or the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of the Securities and Exchange Commission or any stock exchange on which Purchaser lists securities, provided that the party intending to make such release shall use its commercially reasonable efforts consistent with such Applicable Law, the Bankruptcy Code or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

Section 6.9 Tax Matters.

(a) The Purchaser and Seller agree that the Purchase Price is exclusive of any Transfer Taxes. The Purchaser shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the Transactions provided that if any such Transfer Taxes are required to be collected, remitted or paid by Seller or any other Person, such Transfer Taxes shall be paid by the Purchaser to Seller or such other Person at such time as such Transfer Taxes are required to be paid under Applicable Law.

(b) Purchaser and Seller covenant and agree that they will use their commercially reasonable efforts to obtain an order from the Bankruptcy Court pursuant to section 1146 of the Bankruptcy Code exempting, to the maximum extent possible, the Transfer of the Acquired Assets from Seller to Purchaser from any and all Transfer Taxes (as hereinafter defined). To the extent the Transactions or any portion of the Transactions are not exempt from Transfer Taxes under section 1146 of the Bankruptcy Code, Purchaser shall be responsible for and shall pay all



DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Transfer Taxes in accordance with Section 6.9(a). Purchaser and Seller shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under Applicable Law.

(c) Purchaser and Seller agree to furnish, or cause their Affiliates to furnish, to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets or the Business (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any Tax Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Purchaser and Seller shall cooperate, and cause their Affiliates to cooperate, with each other in the conduct of any audit or other proceeding related to Taxes and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 6.9(c). Purchaser and Seller shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened tax audits, assessments or litigation with respect to the Acquired Assets or the Business for any taxable period for which the other party may have liability under this Agreement. Purchaser and Seller shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any Tax Authority in connection with any tax audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

(d) Real and personal property Taxes and assessments, and all rents, utilities and other charges, on the Acquired Assets for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date (the “Straddle Period Property Tax”) shall be prorated on a per diem basis between Purchaser and Seller as of the Closing Date; provided, however, that Seller shall not be responsible for, or benefit from, any increased or decreased assessments on real or personal property resulting from the transactions contemplated hereby. All such prorations of Straddle Period Property Taxes shall be allocated so that items relating to time periods ending on or prior to the Closing Date shall be allocated to Seller and items relating to time periods beginning after the Closing Date shall be allocated to Purchaser. The amount of all such prorations shall be settled and paid on the Closing Date. If any of the rates for the Straddle Period Property Taxes for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date are not established by the Closing Date, the prorations shall be made on the basis of such rates in effect for the preceding taxable period. The apportioned obligations under this Section 6.9(d) shall be timely paid and all applicable filings made in the same manner as set forth for the apportioned Transfer Taxes in Section 6.9(a) and Section 6.9(b).

Section 6.10 Designation Dates; Assumption of Costs and Expenses. On or prior to the date of the hearing with regard to entry of the Confirmation Order, Purchaser shall make its final designations of all Contracts, in accordance with Section 2.1(b) hereof, and may, prior to the Closing Date, revise Section 2.1(b) of the Disclosure Letter to exclude from the definition of Designated Contracts and to include in the definition of Retained Assets, any Contract previously included in the definition of Designated Contracts and not otherwise included in the definition of Retained Assets; provided, that no such final designation or revision

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shall reduce the amount of the Purchase Price. In the event that Seller enters into any new Contracts relating to the Acquired Assets on or after the date of entry of the Confirmation Order, Purchaser shall have the option, but not any obligation, to add any such Contracts to the definition of Designated Contracts; provided that no such addition shall increase the Purchase Price.

**Section 6.11 Prompt Payment of Cure Costs.** With respect to each Designated Contract: (a) Seller shall no later than five (5) calendar days after the date hereof, serve each counterparty to a proposed Designated Contract as of such date with notice of the proposed Cure Cost for such Contract and (b) Purchaser shall pay or cause to be paid, as soon as practicable after the Effective Date of the Plan, all amounts (the “Cure Costs”) that (i) are required to be paid under section 365(b)(1)(A) or (b)(1)(B) of the Bankruptcy Code in order to assume and assign such contract or (ii) are due pursuant to an order of the Bankruptcy Court as a condition to assuming and assigning such Designated Contract; provided, however, that Cure Costs that are the subject of a bona fide dispute shall be paid within two (2) Business Days of the effectiveness of a settlement or order of the Bankruptcy Court, as the case may be, with respect thereto.

**Section 6.12 Completion of Nonassignable Designated Contracts.** Seller shall use its commercially reasonable efforts to obtain any consent, approval or amendment, if any, required to novate and/or assign any Designated Contract to be assigned to Purchaser hereunder which the Bankruptcy Court determines is not able to be assumed and assigned under section 365(c) of the Bankruptcy Code or which a court of competent jurisdiction determines is not able to be assumed pursuant to Applicable Law (a “Nonassignable Designated Contract”). Seller shall keep Purchaser reasonably informed from time to time of the status of the foregoing and Purchaser shall cooperate with Seller in this regard. To the extent that the rights of Seller under any Nonassignable Designated Contract, or under any other Acquired Asset to be assigned to Purchaser hereunder, may not be assigned without the consent of a Third Party which has not been obtained prior to the Closing, this Agreement shall not constitute an agreement to assign the same at the Closing, if an attempted assignment would be unlawful. If any such consent has not been obtained or if any attempted assignment would be ineffective or would impair Purchaser’s rights under the instrument in question so that Purchaser would not acquire the benefit of all such rights, then Seller, to the maximum extent permitted by Applicable Law and the instrument, shall act as Purchaser’s agent in order to obtain for Purchaser the benefits thereunder and shall cooperate, to the maximum extent permitted by Applicable Law and the instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser; provided, however, that nothing contemplated by this Section 6.12 shall reduce the amount of the Purchase Price.<sup>9</sup>

**Section 6.13 Casualty Loss.** Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) is damaged or destroyed by fire, flood or other casualty, Seller shall notify Purchaser promptly in writing of such fact, (i) in the case of

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<sup>9</sup> NTD: This provision is subject to change after analysis of the underlying contracts and consent issues.

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condemnation or taking, Seller shall assign or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire, flood or other casualty, Seller shall assign the insurance proceeds therefrom to Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 6.13 shall not in any way modify Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

Section 6.14 Other Assets. Seller shall cause and shall cause its Affiliates to cause all assets related to the Business which are held by any of the Debtors (other than the Seller) to be transferred to Purchaser without any consideration (and such transferor will be deemed to be Seller for purposes of the representations, warranties and covenants set forth in this Agreement).

Section 6.15 No Violation. Purchaser will not assume ownership or control (whether *de facto* or *de jure*) of the Spectrum Lease Arrangement of Seller hereunder in a manner that violates any Communications Laws of the United States.

## ARTICLE VII.

### CONDITIONS

Section 7.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Closing shall be subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following conditions:

- (a) Government Action. There shall be no injunction or restraining order of any Governmental Entity:
- (i) prohibiting or imposing any material limitations on Purchaser's ownership or operation (or that of any of its Affiliates) of all or a material portion of its businesses or assets or the Acquired Assets, or compelling Purchaser or any of its Affiliates to dispose of or hold separate any material portion of the Acquired Assets or the business or assets of Purchaser or any of its Subsidiaries;
  - (ii) restraining or prohibiting the consummation of the Closing or the performance of any of the other Transactions, or imposing upon Purchaser or any of its Subsidiaries any damages or payments that are material;
  - (iii) imposing material limitations on the ability of Purchaser, its Subsidiaries or its Affiliates, or rendering Purchaser, its Subsidiaries or its Affiliates unable to pay for or purchase a material portion of the Acquired Assets;
  - (iv) imposing material limitations on the ability of Purchaser effectively to exercise full rights of ownership of the Acquired Assets; or
  - (v) otherwise having a Material Adverse Effect.

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(b) Consents, Approvals and Permits. All consents and approvals of any Person (other than a Governmental Entity) set forth in Section 7.1(b) of the Disclosure Letter shall have been obtained, except in the case of any Nonassignable Designated Contract. All consents and approvals of any Governmental Entity, whether United States federal, state, local or non-United States, required in connection with the consummation of the Closing and the other Transactions, including consents and approvals required in connection with the Designated Contracts set forth in Section 7.1(b) of the Disclosure Letter shall have been obtained. A copy of each such consent or approval referred to in this Section 7.1(b) shall have been provided to Purchaser at or prior to the Closing. All Permits necessary for the operation of the Business included in the Acquired Assets will be Transferred to Purchaser or have been obtained by Purchaser.

(c) Claims of Purchaser. The DIP Claims and the Inc. Facility-One Dot Six Guaranty Claims shall have been Allowed in full by the Bankruptcy Court.

(d) FCC Matters. The FCC Consent shall have been issued and such FCC Consent shall have become a Final FCC Order. The FCC shall have (i) extended or renewed the term of the Spectrum Lease Arrangement for an additional ten year period.

(e) Bill of Sale; Conveyance Documents. Seller shall have duly executed and delivered to Purchaser the Bill of Sale, each of the Intellectual Property Instruments and each other Conveyance Document.

(f) Antitrust Approvals. All terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under any applicable antitrust regulations in any non-United States jurisdiction, shall have occurred.

(g) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing any Material Adverse Effect or any facts, events or circumstances that would reasonably be expected to have such a Material Adverse Effect.

(h) Seller's Representations and Warranties. Each of the representations and warranties set forth in Article IV (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the date hereof) or (ii) if made as of a date specified therein, as of such date, except for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Material Adverse Effect.

(i) Seller's Performance of Covenants. Seller shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Seller to be performed or complied with by it under this Agreement.

(j) Certificate of Seller's Officers. Purchaser shall have received from Seller a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief

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Financial Officer, or if no such officers exist, an equivalent officer of Seller, reasonably satisfactory in form to Purchaser, to the effect of paragraphs (a) and (f) through (h) above.

(k) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance satisfactory to Purchaser, which shall have become a Final Order and the Confirmation Order shall not have been reversed, stayed, modified or amended in any manner without Purchaser's consent.

(l) Effective Date. The Effective Date of the Plan shall have occurred.

(m) Spectrum Lease Agreement. All consents and approvals (if any) required to be obtained in order to assign the Spectrum Lease Agreement and Spectrum Sublease Agreement from Seller to Purchaser shall have been obtained, and the Spectrum Lease Agreement and Spectrum Sublease Agreement shall be in full force and effect.

(n) Transition Services Agreement. Seller shall have duly executed the Transition Services Agreement.

(o) Tax Certifications. Purchaser shall have received a certification of non-foreign status for Seller in the form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder.

The foregoing conditions in this Section 7.1 are for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, at any time and from time to time in its sole discretion. The failure by Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

Section 7.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the Closing shall be subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Government Action. There shall be no injunction or restraining order of any Governmental Entity in effect restraining or prohibiting the consummation of the Closing or imposing upon Seller any damages or payments that are material.

(b) FCC Matters. The FCC Consent shall have been issued.

(c) Antitrust Approvals. Other than the FCC Consent, all terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under any applicable antitrust regulations in any non-United States jurisdiction, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained from any non-United States competition or antitrust authority shall have been obtained for the transactions contemplated by this Agreement.

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(d) Representations and Warranties. The representations and warranties of Purchaser set forth in Article V (disregarding all materiality and Purchaser Material Adverse Effect qualifications contained therein) shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the date hereof) or (ii) if made as of a date specified therein, as of such date, except for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Purchaser Material Adverse Effect.

(e) Purchaser's Performance of Covenants. Purchaser shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Purchaser to be performed or complied with by it under this Agreement.

(f) Certificate of Purchaser's Officers. Seller shall have received from Purchaser a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief Financial Officers, or if no such officers exist, an equivalent officer of Purchaser, reasonably satisfactory in form to Purchaser, to the effect of paragraphs (e) and (f) above.

(g) Confirmation Order. The Confirmation Order, in form and substance reasonably satisfactory to Seller, shall have become a Final Order and the Confirmation Order shall not have been reversed, stayed, modified or amended in any manner materially adverse to Seller without Seller's consent.

(h) Transition Services Agreement. Purchaser shall have duly executed the Transition Services Agreement.

The foregoing conditions in this Section 7.2 are for the sole benefit of Seller and may be waived by Seller, in whole or in part, at any time and from time to time in its sole discretion. The failure by Seller at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

## ARTICLE VIII.

### TERMINATION

Section 8.1 Termination. This Agreement may be terminated or abandoned at any time prior to the Closing Date as follows:

(a) By the mutual written consent of Purchaser and Seller;

(b) By either Purchaser or Seller upon written notice given to the other, if the Bankruptcy Court or any other Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their commercially reasonable efforts to prevent the entry of and remove), which permanently restrains, enjoins or otherwise prohibits the consummation of the Transactions and such order, decree, ruling or other action shall have become a Final Order;

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(c) By either Purchaser or Seller upon written notice given to the other, if the Closing Date shall not have taken place on or before \_\_\_\_\_<sup>10</sup> (the “Termination Date”); provided, however, that if all of the conditions to Closing shall have been satisfied or shall be then capable of being satisfied (other than the conditions set forth in Section 7.1(d), Section 7.1(f) and Section 7.1(l)), the initial Termination Date may be extended by Purchaser from time to time by written notice to Seller for up to an aggregate of 90 additional days, the latest of any of which dates shall thereafter be deemed to be the Termination Date; and

(d) By Seller upon written notice given to Purchaser, if Purchaser shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.2 and (ii) is not cured within twenty (20) Business Days after Seller notifies Purchaser of such breach.

(e) By Purchaser upon written notice given to Seller:

- (i) if Seller shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.1 and (ii) is not cured within twenty (20) Business Days after Purchaser notifies Seller of such breach;
- (ii) if Seller seeks to have the Bankruptcy Court enter an order dismissing the Bankruptcy Case of Seller or converting it to a case under Chapter 7 of the Bankruptcy Code, or appointing a trustee in its Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of Seller’s business (beyond those set forth in section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code section 1106(b), and such order is not reversed or vacated within three Business Days after the entry thereof; or
- (iii) if the Bid Procedures Order or the Confirmation Order has been revoked, rescinded or modified in any material respect and the order revoking, rescinding or modifying such order(s) shall not be reversed or vacated within thirty Business Days after the entry thereof; provided that Purchaser shall have the right to designate any later date for this purpose in its sole discretion.

(f) by either Purchaser or Seller, if the Sale Hearing has been completed and Purchaser is not determined by the Bankruptcy Court to be the Successful Bidder;

(g) by either Purchaser or Seller, if the Bankruptcy Court enters any order approving an Alternative Transaction;

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<sup>10</sup> NTD: This date shall be the date that is six months after the date of execution of this Agreement.

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(h) by Purchaser, if the Bankruptcy Court approves any plan of reorganization or plan of liquidation that is not the Plan or does not contemplate the sale of the Acquired Assets to Purchaser on terms consistent with those set forth in this Agreement.

Any party seeking to invoke its rights to terminate this Agreement shall give written notice thereof to the other party or parties specifying the provision hereof pursuant to which such termination is made and the effective date of such termination being the date of such notice.

Section 8.2 Effect of Termination. If this Agreement is terminated by either party in accordance with and pursuant to Section 8.1, then, except as otherwise provided in Section 8.3 and Section 9.10, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party; provided, however, that nothing herein shall relieve any party from liability for fraud or willful breach of any provision of this Agreement prior to such termination; provided, further, however, that the provisions of this Article VIII, Article IX or any provision requiring any party to pay or reimburse another party's expenses shall survive any termination.

Section 8.3 Expense Reimbursement.

(a) Notwithstanding Section 8.2 of this Agreement, Purchaser shall have an Allowed Termination Claim equal to the amount of the Inc. Expense Reimbursement as provided in the Expense Reimbursement Order, to be paid in accordance with the terms and conditions set forth in the Expense Reimbursement Order, and Seller's obligation to pay the Inc. Expense Reimbursement shall have such status as is specified in the Expense Reimbursement Order.

(b) Seller's obligation to pay the Inc. Expense Reimbursement in accordance with the Expense Reimbursement Order shall be absolute and unconditional and not subject to any defense, claim, counterclaim, offset, recoupment, or reduction of any kind whatsoever and shall not be amended, discharged, expunged or released in any respect pursuant to any plan proposed in these Bankruptcy Cases.

ARTICLE IX.

MISCELLANEOUS

Section 9.1 Survival of Covenants, Representations and Warranties. The representations and warranties set forth in Article IV and Article V shall not survive the Closing Date; provided, however, that all covenants and agreements set forth herein that contemplate or may involve actions to be taken or obligations in effect after the Closing Date (including, for the avoidance of doubt, Section 3.4, Section 6.2(c), Section 6.2(d), 0, Section 6.8, Section 6.9, and Section 6.12) shall survive the Closing Date.

Section 9.2 Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement this Agreement. Any of the terms, covenants, representations,



DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

warranties or conditions may be waived, only by a written instrument executed by the party waiving compliance.

Section 9.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when mailed, delivered personally, telecopied (which is confirmed) or sent by an overnight courier service, such as Federal Express, to the parties at the following addresses:

if to Purchaser, to:

MAST Spectrum Acquisition Company LLC  
c/o MAST Capital Management, LLC  
200 Clarendon Street, 51st Floor  
Boston, MA 02116  
Facsimile:  
Attention: Peter A. Reed  
Adam M. Kleinman

with a copy (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
New York, New York 10016  
Facsimile: (212) 872-1002  
Attention: Michael S. Stamer  
Philip C. Dublin  
Russell W. Parks, Jr.

if to Seller, to:

One Dot Six Corp.  
10802 Parkridge Boulevard  
Reston, VA 20191  
Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Attention: Curtis Lu, General Counsel  
Marc Montagner, Chief Financial Officer

with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP  
One Chase Manhattan Plaza  
New York, New York 10005  
Facsimile: (212) 530-5219  
Attention: Matthew S. Barr  
Roland Hlawaty

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

or to such other address as a party may from time to time designate in writing in accordance with this Section 9.3. Each notice or other communication given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been received (i) on the Business Day it is sent, if sent by personal delivery or telecopy, or (ii) on the first Business Day after sending, if sent by overnight delivery, properly addressed and prepaid or (iii) upon receipt, if sent by mail (regular, certified or registered); provided, however, that notice of change of address shall be effective only upon receipt. The parties agree that delivery of process or other papers in connection with any such action or proceeding in the manner provided in this Section 9.3, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 9.5 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Disclosure Letter, the Purchaser Disclosure Letter and other schedules, annexes, and exhibits hereto, the Ancillary Agreements, the Conveyance Documents, and the Confirmation Order (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the parties, oral and written, with respect to the subject matter hereof, and (b) are not intended to confer upon any Person other than the parties hereto and thereto any rights or remedies hereunder. All of the rights and obligations of Seller under this Agreement are subject to the approval of the Bankruptcy Court or other court of competent jurisdiction.

Section 9.6 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 9.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

Section 9.8 Exclusive Jurisdiction; Waiver of Right to Trial by Jury. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (a) agrees that all such actions or proceedings shall be heard and determined in federal court of the United States for the Southern District of New York, (b) irrevocably submits to the jurisdiction of such courts in any such action or proceeding, (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 9.3 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law). Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any Ancillary Agreement.

Section 9.9 Remedies. Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Seller or Purchaser in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

Section 9.10 Specific Performance. Seller and Purchaser acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agree that, in addition to any other remedies, Seller and Purchaser or their respective successors or assigns shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

Section 9.11 Assignment. In accordance with Section 2.7, Purchaser shall have the right prior to Closing to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Designees, provided that no such assignment shall relieve Purchaser of any of its obligations hereunder. Except as provided above, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided that no such prior written consent shall be required for (a) an assignment by the Purchaser to any of its Affiliates, (b) an assignment by the Purchaser of its rights and interests hereunder to any

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

lender to the Purchaser for purposes of collateral security, provided that any such lender assumes the Purchaser’s obligations hereunder, or (c) an assignment by the Purchaser of its rights and interests hereunder after the Closing to any purchaser of all or any portion of its assets or businesses; provided that any such purchaser assumes the Purchaser’s obligations hereunder. Subject to the first sentence of this Section 9.11, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any purported assignment in violation of this clause shall be void.

Section 9.12 Confidential Information. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall not have access to any of Seller’s confidential information, until such time that Purchaser executes a confidentiality agreement in form and substance reasonably acceptable to Seller.

Section 9.13 Headings. The article, section, paragraph and other headings contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.14 No Punitive Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT.

Section 9.15 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

“Accounts Receivable” means any and all trade accounts, notes and other receivables and indebtedness for borrowed money or overdue accounts receivable, in each case owing to Seller and all claims relating thereto or arising therefrom.

“Acquired Assets” has the meaning set forth in Section 2.1.

“Actions” has the meaning set forth in Section 2.1(t).

“Administrative Claim” has the meaning set forth in the Plan.

“Affiliate” has the meaning set forth in Rule 12b-2 of the Exchange Act.

“Agreement” or “this Agreement” means this Purchase Agreement, together with the Exhibits hereto and the exhibits and schedules thereto and the Disclosure Letter.

“Allocation Statement” has the meaning set forth in Section 2.5(c).

“Allowed” has the meaning set forth in the Plan.

“Allowed Termination Claim” means a claim (as such term is defined in section 101(5) of the Bankruptcy Code), which: (i) shall be entitled to administrative expense status

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (ii) shall not be subordinate to any other administrative expense claim against Seller (other than the carve-outs for professional fees and expenses set forth in the Cash Collateral Order); and (iii) shall survive the termination of this Agreement.

“Alternative Transaction” means (i) any investment in, financing of, capital contribution or loan to, or restructuring or recapitalization of all or any portion of Seller (including, without limitation, any exchange of Seller’s outstanding debt obligations for equity securities of Seller), (ii) any merger, consolidation, share exchange or other similar transaction to which Seller is a party, (iii) any sale that includes all or substantially all of the Acquired Assets of, or any issuance, sale or transfer of any equity interests in, Seller, (iv) any other transaction that transfers ownership of, economic rights to, or benefits in all or a substantial portion of the Acquired Assets, or (v) any chapter 11 plan of reorganization or liquidation for Seller other than the Plan; provided that, notwithstanding the foregoing, any plan of reorganization or liquidation which (x) contemplates the consummation of the Transactions or (y) does not apply to Seller shall not be deemed an Alternative Transaction.

“Ancillary Agreements” means the Conveyance Documents, the Transition Services Agreement and the Instrument of Assumption, and, in the case of each of the foregoing, all exhibits and appendices thereto.

“Applicable Law” means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

“Assets” means assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

“Assumed Liabilities” has the meaning set forth in Section 2.3(a).

“Audited Financial Statements” has the meaning set forth in Section 4.2(a).

“Avoidance Actions” means any claim, right or cause of action of Seller arising under sections 544 through 553 of the Bankruptcy Code or other Applicable Law, except for any such actions (i) against Purchaser (all such claims to be released at the Closing); (ii) related to Designated Contracts; or (iii) in connection with any setoffs related to Acquired Assets.

“Balance Sheet” has the meaning set forth in Section 4.2(b).

“Bankruptcy Cases” has the meaning set forth in the recitals hereof.

“Bankruptcy Code” has the meaning set forth in the recitals hereof.

“Bankruptcy Court” has the meaning set forth in the recitals hereof.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

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

“Bill of Sale” means the bill of sale substantially in the form attached as Exhibit A hereto.

“Business” has the meaning set forth in the recitals hereof.

“Business Day” means any day, other than a Saturday, Sunday or “legal holiday” (as defined by Bankruptcy Rule 9006(a)).

“Cash and Cash Equivalents” means (i) cash and cash equivalents; (ii) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof, maturing within one (1) year from the date of issuance; (iii) certificates of deposit, time deposits, eurodollar time deposits, deposit accounts or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any commercial bank; (iv) commercial paper of an issuer and maturing within six (6) months from the date of acquisition; (v) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or Taxing Authority of any such state, commonwealth or territory or by any non-United States government, the securities of which state, commonwealth, territory, political subdivision, Taxing Authority or non-United States government (as the case may be); (vi) eurodollar time deposits having a maturity not in excess of 180 days to final maturity; (vii) any other investment in United States Dollars which has no more than 180 days to final maturity; or (viii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vii) of this definition.

“Cash Collateral Order” means that certain *Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay* Docket No. 544, or any subsequent cash collateral or financing order entered by the Bankruptcy Court applying to Seller.

“Cash Consideration” has the meaning set forth in Section 2.5(b)(i).

“Claim” has the meaning assigned to such term under Section 101(5) of the Bankruptcy Code.

“Closing” means the consummation of all transactions contemplated in this Agreement.

“Closing Date” has the meaning set forth in Section 3.1(b).

“Code” means the Internal Revenue Code of 1986, as amended.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Communications Laws” means the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended, and/or any rule, regulation or published policy of the FCC or its staff acting pursuant to delegated authority, and any applicable communications laws or regulation of any other Governmental Entity.

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

“Confirmation Order” means an order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code, in form and substance satisfactory to Purchaser and Seller, and *inter alia*, approving the Agreement and authorizing and directing Seller to consummate the Transactions under Sections 105(a), 1123, 1129, 1141, 1142(b), 1145 and 1146(a) of the Bankruptcy Code.

“Contract” means any written agreement, contract, lease, license, consensual obligation, promise or undertaking.

“Conveyance Documents” means (i) the Bill of Sale; (ii) the Intellectual Property Instruments; (iii) all documents of title and instruments of conveyance necessary to Transfer record and/or beneficial ownership to Purchaser of Acquired Assets composed of automobiles, trucks, or other vehicles, trailers, and any other property owned by Seller which requires execution, endorsement and/or delivery of a certificate of title or other document in order to vest record or beneficial ownership thereof in Purchaser; and (iv) all such other documents of title, customary title insurance affidavits, deeds, endorsements, assignments and other instruments of conveyance or Transfer as, in the reasonable opinion of Purchaser’s counsel, are necessary or appropriate to vest in Purchaser good and marketable title to any Acquired Assets.

“Copyrights” means any non-United States or United States copyright registrations and applications for registration thereof, and any nonregistered copyrights, all content and information contained on any website, “mask works” (as defined under 17 U.S.C. § 901) and any registrations and applications for “mask works.”

“Credit Bid Purchase Price” has the meaning set forth in Section 2.5(a).

“Cure Costs” has the meaning set forth in Section 6.11.

“Debtors” means LightSquared Inc., a Delaware corporation and certain of its affiliates, including Seller, which filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“Designated Contract” has the meaning set forth in Section 2.1(b).

“Designee” has the meaning set forth in Section 2.7.

“DIP Claims” has the meaning set forth in the Plan.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“DIP Credit Agreement” means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), by and among One Dot Six Corp., the other Seller, the lenders signatory hereto and U.S. Bank National Association, as Administrative Agent and Collateral Agent for the lenders, as may be amended, modified, ratified, extended, renewed, or restated, as well as any other documents entered into in connection therewith.

“Disclosure Letter” means the disclosure letter of even date herewith prepared and signed by Seller and delivered to Purchaser simultaneously with the execution hereof.

“Effective Date” has the meaning set forth in the Plan.

“Electronic Delivery” has the meaning set forth in Section 9.15.

“Environmental Laws” means United States federal, state, local and non-United States laws, permits and governmental agreements and requirements of Governmental Entities relating to human health, safety and the environment, including, but not limited to, Hazardous Materials.

“Equipment” has the meaning set forth in Section 2.1(i).

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Expense Reimbursement Order” means the Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and MAST Spectrum Acquisition Company LLC and Related Entities [Docket No. 880].

“FCC” means the Federal Communications Commission or any successor agency thereto.

“FCC Application” means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval to effectuate the assignment of the Spectrum Lease Agreement (including the Spectrum Sublease Agreement) from Seller to Purchaser pursuant to Section 1.9030(h) of the FCC’s rules whether through the assignment of the Spectrum Lease Authorization, the transfer of control of Seller to Purchaser, the approval of a new leasing arrangement between Purchaser and OP LLC, or some other means.

“FCC Consent” means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) granting or confirming the grant, of the FCC Application.

“FCC License” has the meaning set forth in Section 4.16(b).

“Final FCC Order” means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as



DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

“Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, the implementation or operation or effect of which has not been stayed, and as to which the time to appeal or petition for certiorari, has expired and as to which no appeal or petition for certiorari shall then be pending or in the event that an appeal or writ of certiorari thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, shall have been denied and the time to take any further appeal or petition for certiorari shall have expired.

“GAAP” means United States generally accepted accounting principles or international financial reporting standards, as may be applicable, and as consistently applied.

“Governmental Entity” means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

“Hazardous Material” means all substances or materials regulated as hazardous, toxic, explosive, dangerous, flammable or radioactive under any Environmental Law including, but not limited to: (i) petroleum, asbestos, or polychlorinated biphenyls; and (ii) all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan.

“Historical Financial Statements” has the meaning set forth in Section 4.2(b).

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

“Inc. Expense Reimbursement” has the meaning set forth in the Expense Reimbursement Order.

“Inc. Facility Credit Agreement” means the Credit Agreement dated as of July 1, 2011 (as amended as of August 23, 2011 and March 15, 2012) among LightSquared Inc., One Dot Six Corp, One Dot Four Corp., One Dot Six TVCC Corp., US Bank, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as such agreement has been modified to date, as well as any other documents entered into in connection therewith.

“Inc. Facility – One Dot Six Guaranty Claims” has the meaning set forth in the Plan.

“Indebtedness” means, at any time and with respect to any Person: (i) all indebtedness of such Person for borrowed money; (ii) all indebtedness of such Person for the deferred purchase price of property or services (other than trade payables, other expense accruals

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

and deferred compensation items arising in the ordinary course of business, consistent with past practice); (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person's liability remains contingent); (iv) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (v) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (vi) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities; (vii) all Indebtedness of others referred to in clauses (i) through (vi) above guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (A) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (B) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness, (C) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered) or (D) otherwise to assure a creditor against loss in respect of such Indebtedness and (E) all Indebtedness referred to in clauses (A) through (D) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

“Instrument of Assumption” means the instrument of assumption substantially in the form attached as Exhibit B hereto.

“Intellectual Property” means Trademarks; Patents; Copyrights; Software; rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of real persons; inventions (whether or not patentable), discoveries, improvements, ideas, know-how, formulae, methodologies, research and development, business methods, processes, technology, interpretive code or source code, object or executable code, libraries, development documentation, compilers (other than commercially available compilers), programming tools, drawings, specifications and data, and applications or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions; trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; database rights; Internet websites, web pages, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in websites; all rights under agreements relating to the foregoing; all books and records pertaining to the foregoing, and claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing; in each case used in or necessary for the conduct of Seller's businesses as currently conducted or contemplated to be conducted.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Intellectual Property Instruments” means instruments of Transfer, in form suitable for recording in the appropriate office or bureau, effecting the Transfer of the Copyrights, Trademarks and Patents owned or held by Seller.

“Intercompany Receivables” means any and all amounts that are owed by any direct or indirect Subsidiary or Affiliate of Seller to Seller, in each case pursuant to bona fide obligations, and all claims relating thereto or arising therefrom; other than claims of Seller against LightSquared Inc. in respect of subrogation, contribution and/or reimbursement arising from Seller’s satisfaction of DIP Claims and Inc. Facility-One Dot Six Guaranty Claims.

“Interests” means all liens, claims, interests, encumbrances, rights, remedies, restrictions, liabilities and contractual commitments of any kind or nature whatsoever, whether arising before or after the petition date in the Bankruptcy Cases, whether at law or in equity.

“Investment” means shares of stock (other than shares of stock in Subsidiaries), notes, bonds, debentures, options and other securities but not including Cash and Cash Equivalents.

“IRS” means the United States Internal Revenue Service.

“Knowledge” as applied to Seller, means the actual knowledge of each person listed on Section 9.15 of the Disclosure Letter, after due inquiry; and “knowledge” as applied to Purchaser, means the actual knowledge of each person listed in Section 9.15 of the Purchaser Disclosure Letter, after due inquiry.

“Leased Real Property” means the leasehold interests held by Seller under the Real Property Leases.

“License Agreements” has the meaning set forth in Section 4.7(b).

“Lien” means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Material Adverse Effect” means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or condition (financial or otherwise) of the Business or the Acquired Assets or (ii) a material adverse effect on the ability of Seller to consummate the Transactions; provided that the following shall not constitute a Material Adverse Effect and shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect: (A) changes in general economic conditions or

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securities or financial markets in general that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (B) changes in the industry in which Seller operates and that do not specifically relate to, or have a disproportionate effect on, the Business (relative to the effect on other Persons operating in the same industry as Seller), (C) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (D) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (E) changes to the extent resulting from the announcement or the existence of, or compliance with, this Agreement and the Transactions (including without limitation any lawsuit related thereto), the impact on relationships with suppliers, customers or others and any action or anticipated action by the FCC as a result of this Agreement and/or the Transactions, (F) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller) and (G) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

“Material Contract” has the meaning set forth in Section 4.8.

“NOAA” means the National Oceanic Atmospheric Administration.

“NOAA Spectrum” means nationwide spectrum rights for 5 MHz in the 1675-1680 MHz band authorized by the FCC

“Nonassignable Asset” has the meaning set forth in Section 3.4.

“Nonassignable Designated Contract” has the meaning set forth in Section 6.12.

“Non-Assumed Liabilities” has the meaning set forth in Section 2.4.

“Other Secured Claims” has the meaning set forth in the Plan.

“Owned Intellectual Property” has the meaning set forth in Section 4.7(e).

“Patents” means all patents, patent applications and non-United States counterparts thereof, and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing).

“Permits” means permits, certificates, licenses, filings, approvals and other authorizations of any Governmental Entity.

“Permitted Liens” means (i) zoning laws and other land use restrictions that do not materially impair the present use or occupancy of the property subject thereto, (ii) any statutory Liens imposed by law for material Taxes that are not yet due and payable, or that Seller is contesting in good faith in proper proceedings and which are set forth on Section 9.15 of the Disclosure Letter, (iii) any mechanics’, workmen’s, repairmen’s, warehousemen’s, carriers’ or

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

other similar Liens arising in the ordinary course of business, consistent with past practice or being contested in good faith, (iv) with respect to any Real Property, any defects, easement rights of way, restrictions, covenants, claims or other similar charges, that would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on the use, title, value, intended use or possession of such Real Property, and (v) any Liens imposed by the DIP Credit Agreement or the Inc. Facility Credit Agreement in accordance with the terms thereof, which Liens shall be released at Closing.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or other entity.

“Plan” has the meaning set forth in the recitals hereof.

“Priority Non-Tax Claims” has the meaning set forth in the Plan.

“Priority Tax Claims” has the meaning set forth in the Plan.

“Purchase Price” has the meaning set forth in Section 2.5(a).

“Purchaser” has the meaning set forth in the preamble hereof.

“Purchaser Disclosure Letter” means the disclosure letter of even date herewith prepared and signed by Purchaser and delivered to Seller simultaneously with the execution hereof.

“Purchaser Material Adverse Effect” means a material adverse effect on the business, assets, operations, results of operations or financial condition of Purchaser or on Purchaser’s ability to consummate the Transactions or which delays Purchaser’s ability to consummate the Transactions in any material respect.

“Real Property” means all real property that is owned or used by Seller or that is reflected as an Asset of Seller on the Balance Sheet.

“Real Property Leases” means the real property leases to which Seller is a party as described in Section 4.3(c).

“Regulatory Approvals” means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), waivers, early termination authorizations, clearances or written confirmation of no intention to initiate legal proceedings from Governmental Entities as required and as set out in Section 4.6 of the Disclosure Letter.

“Release” has the meaning set forth in Section 3.2(a)(ii).

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“Retained Assets” has the meaning set forth in Section 2.2.

“Seller” has the meaning set forth in the preamble hereof.

“Seller Liabilities” means all Indebtedness, Claims, Liens, demands, expenses, commitments and obligations (whether accrued or not, known or unknown, disclosed or undisclosed, matured or unmatured, fixed or contingent, asserted or unasserted, liquidated or unliquidated, arising prior to, at or after the commencement of the Bankruptcy Cases) of or against Seller or any of the Acquired Assets.

“Seller Permits” has the meaning set forth in Section 4.12(c).

“Software” means any and all (i) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code or object code form, (ii) computerized databases and compilations, including any and all data and collections of data, and (iii) all documentation, including user manuals and training materials, relating to any of the foregoing.

“Solvent” has the meaning set forth in Section 5.11.

“Spectrum” means those certain spectrum rights in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

“Spectrum Lease Agreement” means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007; (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007.

“Spectrum Lease Arrangement” means the long term de facto transfer lease of the Spectrum from OP LLC to Seller assigned Lease ID L000007295 by the FCC.

“Spectrum Sublease Agreement” means the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

“Straddle Period Property Tax” has the meaning set forth in Section 6.9(c).

“Subsidiary” means, with respect to any Person, any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (a) at least 50% of the outstanding voting securities of which are at the time owned or controlled directly or indirectly by such Person or (b) with respect to which such Person possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management.

“Substantial Service Deadline” means October 1, 2015, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

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“Successful Bid” has the meaning set forth in the Bid Procedures Order.

“Successful Bidder” has the meaning set forth in the Bid Procedures Order.

“Tax” or “Taxes” means any and all United States federal, state, local or non-United States federal, provincial or municipal taxes, fees, levies, duties, tariffs, imposts, and other similar charges on or with respect to net income, alternative or add-on minimum, gross income, gross receipts, sales, use, *ad valorem*, franchise, capital, paid-up capital, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, or windfall profit tax, customs duties, value added or other tax, including Transfer Taxes, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Entity responsible for the imposition of any such tax.

“Tax Authority” means any Governmental Entity with responsibility for, and competent to impose, collect or administer, any form of Tax.

“Tax Return” means any return, claim, election, information return, declaration, report, statement, schedule, or other document made, prepared, filed or required to be made, prepared or filed in respect of Taxes and amended Tax Returns and claims for refund.

“Termination Date” has the meaning set forth in Section 8.1(c).

“Third Party” means any Person other than Seller, Purchaser or any of their respective Affiliates.

“Trademarks” means any trademarks, service marks, trade names, corporate names, Internet domain names, designs, trade dress, product configurations, logos, slogans, and general intangibles of like nature, together with all translations, adaptations, derivations and combinations thereof, all goodwill, registrations and applications in any jurisdiction pertaining to the foregoing.

“Transactions” means all the transactions provided for or contemplated by this Agreement and/or the Ancillary Agreements.

“Transfer” means sell, convey, assign, transfer and deliver, and “Transferable” shall have a corollary meaning.

“Transfer Taxes” means all goods and services, harmonized sales, excise, sales, use, transfer, stamp, stamp duty, recording, value added, gross receipts, documentary, filing, and all other similar Taxes or duties, fees or other like charges, however denominated (including any real property transfer taxes and conveyance and recording fees and notarial fees), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the Transactions, regardless of whether the Governmental Entity seeks to collect the Transfer Tax from Seller or Purchaser.

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“Transition Services Agreement” means the Transition Services Agreement to be executed at Closing by and between Seller, Purchaser, and the LP entities in the form attached hereto as Exhibit C.

“Unaudited Financial Statements” has the meaning set forth in Section 4.2(b).

“Wind Down Reserve” has the meaning set forth in the Plan.

Section 9.16 Bulk Transfer Notices. The Confirmation Order shall provide either that (a) Seller has complied with the requirements of any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law) or (ii) compliance with any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law) is not necessary or appropriate under the circumstances.

Section 9.17 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Seller shall have any liability for any obligations or liabilities of Seller under this Agreement or the Ancillary Agreements of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

Section 9.18 Interpretation.

(a) When a reference is made in this Agreement to a Section, Article, subsection, paragraph, item or Exhibit, such reference shall be to a Section, Article, subsection, paragraph, item or Exhibit of this Agreement unless clearly indicated to the contrary.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(c) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party’s predecessors, successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) References to \$ are to United States Dollars.



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(h) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(i) All references to the ordinary course of business or practice of Seller means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, recognizing that Seller has filed the Bankruptcy Cases.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

**SELLER:**

ONE DOT SIX CORP.

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER:**

MAST SPECTRUM ACQUISITION COMPANY LLC

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

**Form of Bill of Sale**

**Exhibit B**

**Form of Instrument of Assumption**

**Exhibit C**  
**Form of Transition Services Agreement**

**Exhibit D**  
**Form of Release**

**EXHIBIT 4**

**Marked Version of Purchase Agreement Reflecting Changes to the  
Version Filed on October 7, 2013**

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**PURCHASE AGREEMENT**

**by and between**

**ONE DOT SIX CORP.**

**and**

**MAST SPECTRUM ACQUISITION COMPANY LLC**

**dated as of [•], ~~2013~~2014**

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TABLE OF CONTENTS

|  | Page |
|--|------|
| ARTICLE I. DEFINITIONS .....                               | 1    |
| ARTICLE II. PURCHASE AND SALE OF ASSETS .....              | 2    |
| Section 2.1 Sale and Transfer of Assets .....              | 2    |
| Section 2.2 Retained Assets .....                          | 3    |
| Section 2.3 Assumption of Liabilities .....                | 4    |
| Section 2.4 Non-Assumed Liabilities .....                  | 5    |
| Section 2.5 The Purchase Price .....                       | 5    |
| Section 2.6 Sale Free and Clear .....                      | 6    |
| Section 2.7 Assignment to Affiliates of Purchaser .....    | 7    |
| ARTICLE III. CLOSING .....                                 | 7    |
| Section 3.1 Closing .....                                  | 7    |
| Section 3.2 Deliveries by Seller .....                     | 7    |
| Section 3.3 Deliveries by Purchaser .....                  | 9    |
| Section 3.4 Nonassignable Assets .....                     | 9    |
| ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER ..... | 10   |
| Section 4.1 Organization .....                             | 10   |
| Section 4.2 Financial Statements .....                     | 10   |
| Section 4.3 Real and Personal Property .....               | 11   |
| Section 4.4 Authorization; Enforceability .....            | 11   |
| Section 4.5 No Conflicts .....                             | 12   |
| Section 4.6 Consents and Approvals .....                   | 12   |
| Section 4.7 Intellectual Property .....                    | 12   |
| Section 4.8 Material Contracts .....                       | 14   |
| Section 4.9 Absence of Certain Developments .....          | 16   |
| Section 4.10 No Undisclosed Liabilities .....              | 16   |
| Section 4.11 Litigation .....                              | 16   |
| Section 4.12 Permits and Compliance with Laws .....        | 17   |
| Section 4.13 Taxes .....                                   | 17   |
| Section 4.14 18 .....                                      | 18   |
| Section 4.15 [Reserved] .....                              | 18   |
| Section 4.16 Communications Matters .....                  | 18   |
| Section 4.17 [Reserved] .....                              | 19   |
| Section 4.18 Brokers .....                                 | 19   |
| Section 4.19 Environmental Matters .....                   | 20   |
| Section 4.20 Title to Assets; Sufficiency of Assets .....  | 20   |
| Section 4.21 Insurance .....                               | 21   |
| Section 4.22 Related Party Transactions .....              | 21   |

|  |   |    |
|--|---|----|
| Section 4.23   | No Other Representations or Warranties; Disclosure Letter | 21 |
| ARTICLE V. REPRESENTATIONS AND WARRANTIES OF PURCHASER |   | 21 |
| Section 5.1  | Organization  | 21 |
| Section 5.2  | Authorization; Enforceability                             | 21 |
| Section 5.3  | No Conflicts  | 22 |
| Section 5.4  | Consents and Approvals                                    | 22 |
| Section 5.5  | Broker's, Finder's or Similar Fees                        | 22 |
| Section 5.6  | Litigation  | 22 |
| Section 5.7  | Qualifications to Hold Communications Licenses            | 23 |
| Section 5.8  | Condition of Business                                     | 23 |
| Section 5.9  | Compliance with Communications Laws                       | 23 |
| ARTICLE VI. COVENANTS                                  |   | 23 |
| Section 6.1  | Interim Operations of the Business                        | 23 |
| Section 6.2  | Access; Confidentiality                                   | 26 |
| Section 6.3  | Efforts and Actions to Cause Closing to Occur             | 27 |
| Section 6.4  | Notification of Certain Matters                           | 30 |
| Section 6.5  | Submission for Court Approvals                            | 30 |
| Section 6.6  | [Reserved]  | 31 |
| Section 6.7  | Subsequent Actions  | 31 |
| Section 6.8  | Publicity   | 31 |
| Section 6.9  | Tax Matters   | 32 |
| Section 6.10   | Designation Dates; Assumption of Costs and Expenses       | 33 |
| Section 6.11   | Prompt Payment of Cure Costs                              | 33 |
| Section 6.12   | [Completion of Nonassignable Designated Contracts         | 34 |
| Section 6.13   | Casualty Loss   | 34 |
| Section 6.14   | Other Assets  | 34 |
| Section 6.15   | No Violation  | 34 |
| ARTICLE VII. CONDITIONS                                |   | 35 |
| Section 7.1  | Conditions to Obligations of Purchaser                    | 35 |
| Section 7.2  | Conditions to Obligations of Seller                       | 37 |
| ARTICLE VIII. TERMINATION                              |   | 38 |
| Section 8.1  | Termination   | 38 |
| Section 8.2  | Effect of Termination                                     | 40 |
| Section 8.3  | Expense Reimbursement                                     | 40 |
| ARTICLE IX. MISCELLANEOUS                              |   | 40 |
| Section 9.1  | Survival of Covenants, Representations and Warranties     | 40 |
| Section 9.2  | Amendment and Modification; Waiver                        | 40 |

|              |  |    |
|--------------|--|----|
| Section 9.3  | Notices  | 40 |
| Section 9.4  | Counterparts                                   | 42 |
| Section 9.5  | Entire Agreement; No Third Party Beneficiaries | 42 |
| Section 9.6  | Severability                                   | 42 |
| Section 9.7  | Governing Law                                  | 43 |
| Section 9.8  | Exclusive Jurisdiction                         | 43 |
| Section 9.9  | Remedies                                       | 43 |
| Section 9.10 | Specific Performance                           | 43 |
| Section 9.11 | Assignment                                     | 43 |
| Section 9.12 | Confidential Information                       | 44 |
| Section 9.13 | Headings                                       | 44 |
| Section 9.14 | No Punitive Damages                            | 44 |
| Section 9.15 | Definitions                                    | 44 |
| Section 9.16 | Bulk Transfer Notices                          | 56 |
| Section 9.17 | Non-Recourse                                   | 56 |
| Section 9.18 | Interpretation                                 | 56 |

## EXHIBITS

|           |   |
|-----------|---|
| Exhibit A | Form of Bill of Sale <sup>1</sup>             |
| Exhibit B | Form of Instrument of Assumption <sup>2</sup> |
| Exhibit C | Transition Services Agreement <sup>3</sup>    |
| Exhibit D | Release <sup>4</sup>                          |

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<sup>1</sup> Draft to be provided at a later date.

<sup>2</sup> Draft to be provided at a later date.

<sup>3</sup> Draft to be provided at a later date.

<sup>4</sup> Draft to be provided at a later date.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

## PURCHASE AGREEMENT

This Purchase Agreement, dated as of [●], ~~2013~~2014, is made and entered into by and among One Dot Six Corp., a Delaware corporation (“Seller”), and MAST Spectrum Acquisition Company LLC, a Delaware limited liability company (“Purchaser”).

### RECITALS

WHEREAS, pursuant to the Spectrum Lease Arrangement, Seller holds certain rights to operate a wireless network using spectrum in the 1670-1675 MHz band (the “Business”);

WHEREAS, on May 14, 2012, LightSquared Inc., a Delaware corporation, and certain of its affiliates, including Seller, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which cases are being jointly administered under Case No. 12-12080 (such cases, including the cases of the Seller and its non-Seller affiliates, the “Bankruptcy Cases”);

WHEREAS, on August 30, 2013, U.S. Bank National Association and Mast Capital Management, LLC filed the *Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code* ~~and on~~ On October 7, 2013, U.S. Bank National Association and Mast Capital Management, LLC filed the ~~First~~Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code. On January 21, 2014, U.S. Bank National Association and Mast Capital Management, LLC filed the First Amended Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code and on August 19, 2014, U.S. Bank National Association and Mast Capital Management, LLC filed the Second Amended Chapter 11 Plan of Reorganization for One Dot Six Corp. Pursuant to Chapter 11 of the Bankruptcy Code (collectively, as amended, modified and/or supplemented, the “Plan”).

WHEREAS, Purchaser desires to purchase and acquire from Seller certain assets and rights used in the operation of the Business, and Seller desires to sell, convey, assign and transfer such assets and rights to Purchaser, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363, 365, 1123(b)(4), 1129 and 1142(b) of the Bankruptcy Code; and

WHEREAS, Seller desires to assign to Purchaser, and Purchaser desires to assume from Seller, certain liabilities, in the manner and subject to the terms and conditions set forth herein and as authorized under sections 105, 363, 365, 1123(b)(2), 1129 and 1142(b) of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, and for other good and

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valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## ARTICLE I.

### DEFINITIONS

The terms defined or referenced in Section 9.15, whenever used herein, shall have the respective meanings set forth therein for all purposes of this Agreement.

## ARTICLE II.

### PURCHASE AND SALE OF ASSETS

Section 2.1 Sale and Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall unconditionally Transfer to Purchaser and/or one or more of Purchaser's Affiliates or Subsidiaries, as designated by Purchaser, and Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, shall purchase, acquire, assume and accept from Seller, free and clear of all Seller Liabilities, and Interests (except for Liens in favor of Purchaser and any Permitted Liens and Assumed Liabilities), all of Seller's right, title and interest in and to all of its Assets, other than the Retained Assets (collectively, the "Acquired Assets"), including (except as listed in Section 2.2):

- (a) all Intellectual Property of Seller, including the items listed on Section 4.7(a) and Section 4.7(b) of the Disclosure Letter;
- (b) all Contracts, including the Spectrum Lease Agreement, set forth on Section 2.1(b) of the Disclosure Letter (which Purchaser has the right to revise in its discretion in accordance with Section 6.10 hereof (collectively, the "Designated Contracts"));
- (c) all Real Property and personal property used or held for use in the Business, including the Leased Real Property (to the extent the applicable lease is a Designated Contract), all easements and rights of way and all buildings, fixtures and improvements erected on the Real Property;
- (d) all books, files, data, customer and supplier lists, cost and pricing information, business plans, quality control records and manuals, blueprints, research and development files to the extent the Transfer of such items is permitted under Applicable Law and related books and records for the Acquired Assets;
- (e) all computer systems, computer hardware and Software used or held for use in the Business;

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(f) all inventory, supplies, finished goods, works in process, goods-in-transit, packaging materials and other consumables used or held for use in the Business;

(g) all transferable Permits of Seller and rights conferred upon that Seller thereby, including all Permits issued by the FCC listed on Section 2.1(g) of the Disclosure Letter;

(h) subject to the FCC Consent, Seller's right, title and interest to use the Spectrum as provided in the Spectrum Lease Agreement;

(i) all machinery, vehicles, tools, equipment, furnishings, office equipment, fixtures, furniture, spare parts and other fixed Assets which are owned by Seller (and Seller's right, title and interest in any leases relating to the same to the extent the applicable lease is a Designated Contract), including all of Seller's right, title and interest in or to all ground infrastructure, towers, transmission lines, antennas, microwave facilities, transmitters and related equipment (all of the foregoing, collectively, "Equipment");

(j) all advertising or promotional materials of Seller;

(k) all manufacturer's warranties to the extent related to the Acquired Assets and all claims under such warranties;

(l) to the extent Transferable under Applicable Law, all rights to the telephone numbers (and related directory listings), Internet domain names, Internet sites and other electronic addresses used by, assigned or allocated to Seller;

(m) all prepaid expenses (excluding prepaid Taxes) of Seller relating to any portion of the Acquired Assets;

(n) all Investments and any and all Cash and Cash Equivalents of Seller;

(o) all Cash and Cash Equivalents held in any security deposits, earnest deposits, customer deposits and other deposits and all other forms of security, in each case, deposited by a Third Party with Seller for the performance of a contract or agreement which otherwise constitutes a portion of the Acquired Assets;

(p) all rights of every nature and description under or arising out of insurance policies to the extent unexpired as of the Closing Date other than (i) policies relating to the liability of Seller's directors and officers and (ii) policies to the extent they relate to any Retained Assets;

(q) all Accounts Receivable and Intercompany Receivables, whether or not reflected on the books of Seller, as of the Closing Date;

(r) customer relationships, goodwill and all other intangible assets relating to, symbolized by or associated with the Business;

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(s) all other rights of Seller in the Assets owned by Seller necessary to or utilized in the operation of the Business as it is presently conducted or contemplated to be conducted, other than the Retained Assets; ~~and~~

(t) all rights, privileges, claims, demands, choses in action, prepayments, deposits, refunds, indemnification rights, warranty claims, offsets and other claims of Seller against Third Parties (“Actions”) relating to the Acquired Assets set forth in clauses (a) through (t) of this Section 2.1, including all Avoidance Actions; ~~and~~

(u) all Actions of Seller against any other Debtor, including any and all claims for contribution, reimbursement and/or subrogation.

Section 2.2 Retained Assets. Notwithstanding anything in this Agreement to the contrary, the Acquired Assets shall not include the Assets which are to be retained by Seller and not Transferred to Purchaser (collectively, the “Retained Assets”), which shall be limited to the following:

- (a) all rights of Seller in and to all Contracts other than the Designated Contracts;
- (b) all losses, loss carryforwards and rights to receive refunds, and credits with respect to any and all Taxes of Seller (and/or of any of its Affiliates);
- (c) all Tax Returns of Seller;
- (d) all books and records that Seller is required by Applicable Law to retain to the extent they relate exclusively to the Retained Assets or the Non-Assumed Liabilities;
- (e) customer relationships, goodwill and other intangible assets relating to, symbolized by or associated exclusively with the Retained Assets;
- (f) any directors and officers liability insurance policies of Seller and any claims thereunder and the rights of Seller thereunder and any proceeds thereof;
- (g) all documents and other materials covered by attorney-client privilege or another similar privilege;
- (h) all equity interests in Seller, and all equity interests held by Seller in any Subsidiary or any other Person, including all shares of capital stock (whether or not held in treasury), membership interests, or partnership interests;
- (i) all rights and claims of Seller with respect to those Assets listed in Section 2.2(i) of the Disclosure Letter which shall include claims of Seller against LightSquared Inc. in respect of subrogation, contribution and/or reimbursement arising from Seller’s satisfaction of DIP Claims and Inc. Facility-One Dot Six Guaranty Claims;

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(j) all right and claims of Seller arising under this Agreement and the Ancillary Agreements; and

(k) the Avoidance Actions and all other Actions exclusively related to the Retained Assets set forth in clauses (a) through (j) of this Section 2.2.

Section 2.3 Assumption of Liabilities.

(a) On the Closing Date, Purchaser shall (or shall cause its designated Subsidiaries and/or Affiliates to) assume, and become solely and exclusively liable for, the following liabilities of Seller and no others (collectively, the “Assumed Liabilities”): (i) all liabilities and obligations of Seller under the Designated Contracts<sup>5</sup> to the extent arising exclusively from and after the Closing Date, (ii) any and all Cure Costs, (iii) any other liabilities and obligations that are specifically designated by Purchaser in writing on or prior to the Closing Date, and (iv) all liabilities relating to, or arising in respect of the Acquired Assets accruing, arising out of or relating to the operation of the Business or the Acquired Assets exclusively from and after the Closing Date.

(b) Nothing contained in this Agreement shall require Purchaser or any of its Affiliates to pay, perform or discharge any Assumed Liability so long as it shall in good faith contest or cause to be contested the amount or validity thereof.

(c) Nothing contained in this Section 2.3 or in any Instrument of Assumption or similar instrument, agreement or document executed by Purchaser at the Closing shall release or relieve Purchaser or Seller from its representations, warranties, covenants and agreements contained in this Agreement or any Ancillary Agreement or any certificate, schedule, instrument, agreement or document executed pursuant hereto or in connection herewith.

Section 2.4 Non-Assumed Liabilities. Notwithstanding anything in this Agreement to the contrary, and except as required by Applicable Law, Purchaser shall not assume, and shall be deemed not to have assumed, any Seller Liabilities or any obligations or liabilities of any of its Subsidiaries or Affiliates or the Business, other than the Assumed Liabilities specified in Section 2.3(a) (collectively, the “Non-Assumed Liabilities”). For purposes of clarity, each of (a) any liabilities or obligations of Seller with respect to Taxes with respect to Seller, the Business, or the Acquired Assets (except as provided in Section 6.9), and (b) other claims (including Taxes) against or relating to any of the Acquired Assets, Assumed Liabilities and/or the Business arising on or prior to the Closing Date, shall be Non-Assumed Liabilities.

<sup>5</sup> NTD: A schedule of Cure Costs for all Designated Contracts should be provided for Purchaser review.



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Section 2.5 The Purchase Price.

(a) Purchase Price. Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Acquired Assets pursuant to the terms hereof, Purchaser shall (i) assume from Seller and become obligated to pay, perform and discharge, when due, the Assumed Liabilities; (ii) pay to Seller an amount in cash equal to the Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims (to the extent that the collateral securing such Other Secured Claims are Acquired Assets) and Wind Down Reserve and (iii) pay to Seller an amount equal to ~~\_\_\_\_\_~~ ~~(\$\_\_\_\_\_)~~<sup>6</sup> the DIP Claims on the date of execution of this Agreement plus \$1.00 of the Inc. Facility-One Dot Six Guaranty Claims (the “Credit Bid Purchase Price”) which Purchaser shall pay and deliver at the Closing in accordance with Section 2.5(b) ((i), (ii) and (iii), collectively, the “Purchase Price”).

(b) Payment of Purchase Price. The Purchase Price shall be payable, as determined by Purchaser as:

- (i) cash (the “Cash Consideration”) in an amount equal to the Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims (to the extent that the collateral securing such Other Secured Claims are Acquired Assets) and Wind Down Reserve; provided that, contemporaneous with the Closing, all Cash and Cash Equivalents on the balance sheet of the Seller shall be used to satisfy or pay down to the extent of such Cash and Cash Equivalents, Administrative Claims, Priority Non-Tax Claims, Priority Tax Claims, Other Secured Claims and Wind Down Reserve and any other part of the Cash Consideration.
- (ii) the assumption by Purchaser or its Designee of the Assumed Liabilities from Seller, including the assumption of the obligation to pay to the applicable counterparties of the applicable Designated Contracts the Cure Costs payable by Purchaser under Section 6.11; and
- (iii) the Credit Bid Purchase Price through a release of Seller under the DIP Credit Agreement and the Inc. Facility Credit Agreement of all or a portion (as determined by Purchaser) of the DIP Claims and the Inc. Facility-One Dot Six Guaranty Claims under Section 363(k) and 1129(b) of the Bankruptcy Code.

<sup>6</sup> ~~NTD: Such amount initially will be an amount equal to the amount of the DIP Claims on the date of execution of this Agreement plus \$1.00 of the Inc. Facility-One Dot Six Guaranty Claims. For the avoidance of doubt, Purchaser shall have the right at the auction to increase its Purchase Price whether through bidding additional amounts of obligations under the Inc. Facility Credit Agreement or by the payment of additional cash consideration.~~

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(c) Allocation of Purchase Price. Within sixty (60) days of the Closing Date, Purchaser shall prepare and deliver, or have prepared and delivered, to Seller a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder and upon reasonable consultation with Seller, and with Seller's consent, which consent shall not be unreasonably withheld or delayed (such statement, the "Allocation Statement"). The parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 and all other Tax Returns, and shall not voluntarily take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Seller or Purchaser, as the case may be, shall promptly notify the other party of such proposed allocation. Seller or Purchaser, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this section. Except as otherwise required by Applicable Law or pursuant to a "determination" under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article II of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 2.5(c); and (ii) neither party (nor any of its Affiliates) will take any position inconsistent with this Section 2.5(c) in any Tax Return, in any refund claim, in any litigation or otherwise. Notwithstanding the allocation of the Purchase Price set forth in the Allocation Statement, nothing in the foregoing shall be determinative of values ascribed to the Acquired Assets or the allocation of the value of the Acquired Assets in any plan of reorganization or liquidation that may be proposed.

Section 2.6 Sale Free and Clear. Seller acknowledges and agrees and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Seller Liabilities and Interests (other than those Liens in favor of Purchaser created under this Agreement and/or any Ancillary Agreement, the Permitted Liens, if any, and Assumed Liabilities) of, against or created by Seller or its bankruptcy estate, to the fullest extent permitted by Section 1123 of the Bankruptcy Code and other Applicable Law, shall be fully released from and with respect to the Acquired Assets and thereupon shall attach to the Purchase Price with the same force, effect, validity, enforceability, and priority as such Seller Liabilities and Interests had attached to the Acquired Assets as of the Closing Date. On the Closing Date in accordance with Section 3.1(b) of this Agreement, the Acquired Assets shall be Transferred to Purchaser and/or one or more of its Affiliates or Subsidiaries, as applicable, to the fullest extent permitted by Section 1123 of the Bankruptcy Code, free and clear of all Seller Liabilities and Interests, any rights of first refusal or offer, other than the Permitted Liens, if any, and the Assumed Liabilities.

Section 2.7 Assignment to Affiliates of Purchaser. Prior to the Closing, Purchaser shall have the right to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Assumed Liabilities, in each case, to one or more Affiliates or Subsidiaries of Purchaser (each, a “Designee”) by providing written notice to Seller and each such Designee shall be deemed to be a Purchaser for all purposes hereunder and under the Ancillary Agreements, except that no such assignment shall relieve Purchaser of any of its obligations hereunder or delay consummation of the Closing.

### ARTICLE III.

#### CLOSING

##### Section 3.1 Closing.

(a) Upon the terms and subject to the conditions of this Agreement, the Closing shall take place at the offices of Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005, at 10:00 a.m., New York time as specified below, unless another date, time and/or place is agreed in writing by each of the parties hereto.

(b) The Closing shall occur on or before the date (the “Closing Date”) that is not later than the fifth Business Day following the satisfaction and/or waiver of all conditions to the Closing as set forth in Article VII (other than conditions which by their nature can be satisfied only at the Closing).

(c) Seller will retain *de facto* and *de jure* ownership, direction and control (within the meaning of the Communications Laws), of the Acquired Assets, including, for the avoidance of doubt of the rights to use the Spectrum leased to Seller pursuant to the Spectrum Lease Arrangement, until the Closing has occurred.

##### Section 3.2 Deliveries by Seller.

(a) At the Closing, Seller shall deliver or cause to be delivered to Purchaser (unless previously delivered) each of the following:

- (i) the officers’ certificate referred to in Section 7.1(j);
- (ii) a duly executed release (the “Release”) substantially in the form attached as Exhibit D hereto<sup>76</sup>;

<sup>76</sup> NTD: Such Release shall provide that the Purchaser and its Affiliates and Subsidiaries (collectively, the “Released Parties”) are deemed released and discharged by Seller from any and all claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of Seller, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing or hereinafter arising, in law, equity or otherwise, that Seller would have been legally entitled to assert in its own right or on behalf of another entity, based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Closing Date, other than (i) arising under this Agreement or (ii) relating to any act or omission of a Released Party that constitutes gross negligence, fraud or willful misconduct, as determined by a Final Order.

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- (iii) a duly executed Transition Services Agreement<sup>87</sup>;
- (iv) a certified copy of the Confirmation Order;
- (v) a copy of the FCC Consent;
- (vi) the duly executed Bill of Sale and duly executed counterparts of each Conveyance Document;
- (vii) a duly executed Instrument of Assumption;
- (viii) a certification of non-foreign status for Seller in a form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder;
- (ix) certified copies of the resolutions of the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;
- (x) originals (or, to the extent originals are not available, copies) of all Designated Contracts (together with all amendments, supplements or modifications thereto);
- (xi) all books and records included in the Acquired Assets;
- (xii) executed copies of the consents and approvals referred to in Section 7.1(b);
- (xiii) written documentation of the FCC extension or renewal of the Spectrum Lease Agreement for an additional ten year term;
- (xiv) all other documents required to be delivered by Seller to Purchaser at or prior to the Closing in connection with the Transactions; and
- (xv) such other instruments, in form and substance, reasonably satisfactory to the Purchaser, as are necessary to vest in the Purchaser good and marketable title in and to the Acquired Assets in accordance with the provisions hereof.

<sup>87</sup> NTD: Transition Services Agreement coverage is TBD and will address Seller contracts, assets and employees that overlap with those of the LP entities.

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(b) Subject to the provisions of Section 6.12 hereof, nothing contained in this Section 3.2 is intended to nor shall be deemed to require the assignment or novation of, at the Closing, any Nonassignable Designated Contract.

Section 3.3 Deliveries by Purchaser.

(a) At the Closing, Purchaser shall deliver or cause one or more of its Affiliates or Designees to deliver to Seller (unless previously delivered) each of the following:

- (i) the Cash Consideration, as provided in Section 2.5(b)(i);
- (ii) a release of Seller under the DIP Credit Agreement and the Inc. Facility Credit Agreement, as provided in Section 2.5(b)(iii);
- (iii) a duly executed Transition Services Agreement;
- (iv) certified copies of the resolutions of the ~~board of directors~~ governing body of Purchaser authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;
- (v) a duly executed Instrument of Assumption; and
- (vi) all other documents required to be delivered by Purchaser to Seller at or prior to the Closing in connection with the Transactions.

Section 3.4 Nonassignable Assets. To the extent that any Asset otherwise to be acquired by Purchaser upon the Closing pursuant to Section 2.1 hereof is determined by the Bankruptcy Court to be non-assignable pursuant to section 365(c) of the Bankruptcy Code or is otherwise determined to be non-assignable pursuant to Applicable Law by a court of competent jurisdiction (each, a “Nonassignable Asset”), such Nonassignable Asset shall be held, as of and from the Closing Date, for the benefit and burden of Purchaser and the covenants and obligations thereunder shall be fully performed by Purchaser on Seller’s behalf (to the extent such covenants and obligations are Assumed Liabilities) and all rights (to the extent such rights are Acquired Assets) existing thereunder shall be for Purchaser’s account. To the extent permitted by Applicable Law, Seller shall take or cause to be taken, at Purchaser’s expense, such actions as Purchaser may reasonably request which are required to be taken or appropriate in order to provide Purchaser with the benefits and burdens of the Nonassignable Asset. Seller shall promptly pay over to Purchaser the net amount (after expenses and Taxes of Seller (after taking into account any Tax benefits arising from such payments)) of all payments received by it in respect of all Nonassignable Assets, other than payments received from Purchaser pursuant to this Agreement.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

## ARTICLE IV.

### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date of this Agreement, except as otherwise stated in this Article IV and except as set forth in the corresponding sections or subsections of the Disclosure Letter delivered by Seller to Purchaser concurrently with the execution and delivery hereof (it being agreed that disclosure of any information in a particular section or subsection of the Disclosure Letter shall be deemed disclosure with respect to any other section or subsection only to the extent that the relevance of such item is readily apparent from such disclosure).

Section 4.1 Organization. Seller has been duly organized and is validly existing in good standing under the laws of its jurisdiction of incorporation or organization, with the requisite power and authority to own its properties and conduct its business as currently conducted or contemplated to be conducted. Seller has been duly qualified as a foreign corporation or organization for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except to the extent that the failure to be so qualified or be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

#### Section 4.2 Financial Statements.

(a) The audited consolidated balance sheet as of December 31, 2011 and related consolidated statements of income of LightSquared Inc. (including the notes thereto and including the condensed consolidating financial information for LightSquared Inc. that includes LightSquared Inc. consolidated subsidiaries other than LightSquared LP and LightSquared LP's consolidated subsidiaries) for the year ended December 31, 2011, reported on and accompanied by a report from Ernst & Young LLP (the "Audited Financial Statements"), copies of which have heretofore been furnished to Purchaser, were prepared in accordance with GAAP and present fairly in all material respects the consolidated financial position of LightSquared Inc. as at such date and the consolidated results of operations and cash flows of LightSquared Inc. for the period then ended.

(b) The unaudited consolidated balance sheet as of June 30, 2013 (the "Balance Sheet") and the related unaudited statements of income of LightSquared Inc. (including the condensed consolidating financial information for LightSquared Inc. that includes LightSquared Inc. consolidated subsidiaries other than LightSquared LP and LightSquared LP's consolidated subsidiaries) for the year ended June 30, 2013, and the unaudited consolidated statements of income and cash flow of LightSquared Inc. (including the notes thereto) for the period from January 1, 2013 to June 30, 2013 (collectively, the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Historical Financial Statements"), copies

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of which have heretofore been furnished to Purchaser, were prepared in accordance with Seller's internal accounting practices applied consistently with those used in the Audited Financial Statements and in accordance with GAAP and present fairly in all material respects the consolidated financial position of LightSquared Inc. as at such dates and the consolidated results of operations and cash flows of LightSquared Inc. for the applicable periods.

Section 4.3 Real and Personal Property.

(a) Seller has good and insurable fee simple title to, or valid leasehold interests in, or easements or other limited property interests in, all of its Real Properties constituting Acquired Assets and has good and marketable title to its personal property and Assets constituting Acquired Assets, in each case, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or contemplated to be conducted or to utilize such properties and Assets for their intended purposes. All such Acquired Assets are free and clear of Liens, other than (i) as are described in the consolidated balance sheets included in the Historical Financial Statements or (ii) Permitted Liens.

(b) Seller has complied in all material respects with all obligations under all leases relating to Acquired Assets to which it is a party. All such leases may be assumed or rejected in the Bankruptcy Cases and otherwise are in full force and effect. Except as set forth in Section 4.3(b) of the Disclosure Letter, Seller enjoys peaceful and undisturbed possession under all such leases. Except as set forth in Section 4.3(b) of the Disclosure Letter, Seller enjoys peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Section 4.3(c) of the Disclosure Letter is a true and correct list, as of the date of this Agreement, of all Real Property constituting Acquired Assets owned by Seller and the addresses thereof.

(d) Section 4.3(d) of the Disclosure Letter is a true and correct list, as of the date of this Agreement, of all Real Property constituting Acquired Assets leased by Seller and the addresses thereof.

(e) As of the date of this Agreement, Seller has not received any written notice of any pending or contemplated condemnation proceeding affecting any of its owned Real Property constituting Acquired Assets or any sale or disposition thereof in lieu of condemnation that remains unresolved.

Section 4.4 Authorization; Enforceability. Subject to the entry of the Confirmation Order, Seller has all requisite corporate power and authority to enter into, execute and deliver this Agreement and the Ancillary Agreements to which it is or is to be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller of this Agreement and each of the Ancillary Agreements to which it is or is to be a party, and the consummation by Seller of the Transactions, have been duly

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authorized by all necessary corporate action on the part of Seller. The Board of Directors of Seller has resolved to recommend that the Bankruptcy Court approve this Agreement, the Ancillary Agreements and the Transactions. This Agreement has been and, when executed and delivered, each Ancillary Agreement to which Seller is to be a party, will be, duly and validly executed and delivered by Seller and, subject to the entry of the Confirmation Order, and assuming due and valid execution and delivery hereof and thereof by Purchaser, and each of the other parties hereof and thereto, as applicable, constitutes (in the case of this Agreement) and will constitute (in the case of each of the Ancillary Agreements) the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors' rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

Section 4.5 No Conflicts. Except as set forth in Section 4.5 of the Disclosure Letter, subject to the entry of the Confirmation Order, the execution, delivery and performance of this Agreement and each other Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the certificate of incorporation, certificate of formation or bylaws or similar organizational document of Seller, (b) assuming receipt of all required consents and approvals from Governmental Entities and other Persons in accordance with Section 7.1(b), result in a violation of any Applicable Law or Material Contract, or (c) result in the creation or imposition of any Lien upon or with respect to any Acquired Asset, other than in favor of Purchaser as specified in the Ancillary Agreements and Permitted Liens. Seller is not in violation of its certificate of incorporation, articles of organization or bylaws or similar organizational document (as applicable in each case).

Section 4.6 Consents and Approvals. Except as set forth in Section 4.6 of the Disclosure Letter, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Seller or any of its properties or any other Person is required for the execution and delivery by Seller of this Agreement and the Ancillary Agreements and performance of and compliance by Seller with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws, which may include the HSR Act and any other Regulatory Approvals required and (c) the FCC Consent and any additional consents of the FCC required to facilitate the FCC



DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Consent including but not limited to, FCC Consent to the renewal of the FCC License and extension of the Spectrum Lease Agreement.

Section 4.7 Intellectual Property.

(a) Section 4.7(a) of the Disclosure Letter sets forth a complete and accurate list of all (i) United States and non-United States Patents and Patent applications owned by Seller; (ii) United States and non-United States Trademark registrations (including Internet domain registrations), Trademark applications, and material unregistered Trademarks owned by Seller; (iii) United States and non-United States Copyright and mask work registrations, and material unregistered Copyrights owned by Seller; and (iv) material Software (other than readily available commercial software programs having an acquisition price of less than \$10,000) that is owned, licensed, leased, by Seller, describing which Software is owned, licensed, or leased, as the case may be, and the applicable owner, licensor or lessor. All of the Intellectual Property set forth in Section 4.7(a) of the Disclosure Letter constitutes Acquired Assets, except as otherwise stated therein.

(b) Section 4.7(b) of the Disclosure Letter sets forth a complete and accurate list of all material Contracts (whether between Seller and Third Parties or inter-corporate) to which Seller is a party or otherwise bound, (i) granting or obtaining any right to use or practice any rights under any Intellectual Property (other than licenses for readily available commercial software programs having an acquisition price of less than \$10,000), or (ii) restricting Seller's rights to use any Intellectual Property, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "License Agreements"). Each License Agreement constitutes a Designated Contract except as otherwise indicated in Section 4.7(b) of the Disclosure Letter. Seller has not licensed or sublicensed its rights in any material Intellectual Property other than pursuant to the License Agreements.

(c) Seller owns or possesses valid and enforceable rights to use all material Intellectual Property used in the conduct of the Business or as contemplated to be used in the conduct of the Business. All registrations with and applications to Governmental Entities in respect of such Intellectual Property are valid and in full force and effect, have not, except in accordance with the ordinary course practices of Seller, lapsed, expired or been abandoned (subject to the vulnerability of a registration for trademarks to cancellation for lack of use), and are not the subject of any opposition filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry (except as disclosed in Section 4.7(c) of the Disclosure Letter). The consummation of the Transactions will not result in the loss or impairment of any rights to use material Intellectual Property or obligate Purchaser to pay any royalties or other amounts to any third party in excess of the amounts that would have been payable by Seller absent the consummation of the Transactions.

(d) Seller has taken reasonable security measures to protect the confidentiality and value of its trade secrets (or other Intellectual Property for which the value is dependent upon

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its confidentiality), and, to the Knowledge of Seller, no such information has been misappropriated or the subject of an unauthorized disclosure.

(e) Except as set forth on Section 4.7(e) of the Disclosure Letter and to the Knowledge of Seller, no present or former Affiliate, Subsidiary, employee, officer or director of Seller, or agent, outside contractor or consultant of Seller, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any material Intellectual Property. Other than with respect to copyrightable works Seller hereby represents to be “works made for hire” within the meaning of Section 101 of the Copyright Act of 1976 owned by Seller or otherwise owned by Seller by virtue of any applicable non-US copyright legislation, to the Knowledge of Seller, Seller has obtained from all individuals who participated in any respect in the invention or authorship of any Intellectual Property created by or for Seller (the “Owned Intellectual Property”), as consultants, as employees of consultants or otherwise, effective waivers of any and all author’s, moral and ownership rights of such individuals in the Owned Intellectual Property and written assignments to Seller of all rights with respect thereto. To the Knowledge of Seller, no Affiliate, Subsidiary, officer or employee of Seller is subject to any agreement with any third party that requires such Affiliate, Subsidiary, officer or employee to assign any interest in material Intellectual Property or to keep confidential any trade secrets, proprietary data, customer lists or other business information or that materially restricts such officer or employee from engaging in competitive activities or solicitation of customers.

(f) Seller has not (i) incorporated open source materials into, or combined open source materials with, material Intellectual Property or Software, (ii) distributed open source materials in conjunction with material Intellectual Property or Software, or (iii) used open source materials that create, or purport to create, obligations for Seller with respect to any material Intellectual Property or grant, or purport to grant to any Third Party, rights or immunities under any material Intellectual Property (including, but not limited to, using open source materials that require, as a condition of use, modification and/or distribution that other Software incorporated into, derived from or distributed with such open source materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) redistributable at no charge). Seller has not disclosed, and is not under an obligation to disclose, any material Software in source code form, except to parties that have executed written obligations to preserve the confidentiality of such source code.

(g) Seller has not received any notice that it is in default (or with the giving of notice or lapse of time or both, would be in default) under any contract relating to material Intellectual Property. To the Knowledge of Seller, no Intellectual Property rights of Seller are being infringed by any other Person, except to the extent that such infringement has not had and would not have, individually or in the aggregate, a Material Adverse Effect. The conduct of the Business does not conflict in any respect with any Intellectual Property rights of others, and Seller has not received nor has any Affiliate of Seller received any notice of any claim of infringement or conflict with any such rights of others which has had or would in any such case be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Section 4.8 Material Contracts.

(a) Section 4.8(a) of the Disclosure Letter sets forth a complete and accurate list of Contracts that relate to the conduct and operations of the Business or the Acquired Assets (each a “Material Contract”), including (but excluding any Material Contract relating exclusively to LightSquared LP and its consolidated subsidiaries):

- (i) any Contract that would be required to be filed by Seller as a “material contract” pursuant to Item 601(b)(10) of Regulation S-K under the Exchange Act, were such law applicable to it;
- (ii) any Contract containing covenants that purport to (A) restrict the business activity or ability of Seller to compete (and which, following the consummation of the Transactions, purport to prohibit Seller or Purchaser or its Affiliates from competing) in any business or geographic area or with any Person or limit the freedom of Seller or to solicit any Person, or (B) grant “most favored nation” status to the counterparty following consummation of the Transactions;
- (iii) each lease, rental or occupancy agreement, easement, right of way, license, installment and conditional sale agreement, and other contract affecting Seller’s ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property (except personal property leases and installment and conditional sales agreements having a value per item or aggregate payments of less than \$100,000 and with terms of less than one (1) year);
- (iv) each joint venture, partnership, and other Contract involving a sharing of profits, losses, costs or liabilities by Seller with any other Person,
- (v) each Contract providing for capital expenditures by Seller or with remaining obligations in excess of \$100,000 and which relates to the Acquired Assets;
- (vi) each Contract under which Seller has created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) Indebtedness or under which Seller has imposed (or may impose) a security interest or other Lien upon any Acquired Assets to secure Indebtedness;
- (vii) each consulting or other Contract of Seller involving compensation for services rendered or to be rendered, in each case involving payments of more than \$100,000 per year or \$200,000 in the aggregate;
- (viii) each Contract to which a Governmental Entity is a party;

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- (ix) each Contract granting Seller any rights in the use of radio frequencies for each satellite or terrestrial use, including but not limited to the Spectrum Lease Agreement;
- (x) each mobile communications services Contract of Seller;
- (xi) each Contract related to the siting, buildout, and servicing of any mobile communications service network to be operated by Seller pursuant to the Spectrum Lease Arrangement and the Communications Laws;
- (xii) each Contract or other agreement that materially affects Seller's access to, or manner of use of, radio frequencies including, without limitation, agreements materially affecting the design of Seller's mobile communications services and related Equipment;
- (xiii) each license agreement or distributor, dealer, sales representative or other sales agency Contract of Seller involving annual payments under such agreement or Contract in excess of \$50,000 per year or \$100,000 in the aggregate; and
- (xiv) each amendment, supplement, or modification (whether oral or written) in respect of any of the foregoing, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Except as may have occurred solely as a result of the commencement of the Bankruptcy Cases (or any other action taken by Seller or any of its Affiliates during the Bankruptcy Cases), each Material Contract is in full force and effect and, to the Knowledge of Seller, there are no material defaults thereunder on the part of any other party thereto which are not subject to an automatic stay. Except as may have occurred solely as a result of the commencement of the Bankruptcy Cases, Seller is not in default in any material respect in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any Material Contract to which it is a party or by which it or its property is bound which are not subject to an automatic stay.

(b) Seller is not subject to any oral agreements that if binding would be Material Contracts.

Section 4.9 Absence of Certain Developments. Except as set forth in Section 4.9 of the Disclosure Letter, since December 31, 2011, (i) Seller has not suffered any change or development which has had or would be reasonably likely to have a Material Adverse Effect and (ii) Seller has not Transferred ownership of any of its Assets to any of its Subsidiaries or Affiliates.

Section 4.10 No Undisclosed Liabilities. Except (a) as disclosed or reflected in the most recent balance sheet included in the Historical Financial

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Statements, (b) as incurred in the ordinary course of business consistent with past practice, (c) professional fees and expenses accrued in the Bankruptcy Cases; and (d) obligations due under the DIP Credit Agreement, Seller has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) that are or would reasonably be expected to be, individually or in the aggregate, material in relation to the total liabilities reported in the most recent balance sheet included in the Historical Financial Statements.

Section 4.11 Litigation. Except for the Bankruptcy Cases and as set forth in Section 4.11 of the Disclosure Letter, there are no legal, governmental or regulatory actions, suits, proceedings or investigations pending, or to the Knowledge of Seller, threatened to which Seller is or may be a party or to which any property of Seller, any Subsidiary, Affiliate, director or officer of Seller in their capacities as such, or the Business, Assumed Liabilities or Acquired Assets is or may be the subject that, individually or in the aggregate, has had or, if determined adversely to Seller, would reasonably be expected to have a Material Adverse Effect.

Section 4.12 Permits and Compliance with Laws.

(a) Except as set forth in Section 4.12(a) of the Disclosure Letter, Seller is not, nor has been at any time since January 1, 2010, in violation of any Applicable Law except for any such violation that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as set forth in Section 4.12(b) of the Disclosure Letter, none of Seller or any of its Affiliates, Subsidiaries, directors or officers have received written notification from any Governmental Entity (i) asserting a violation of any Applicable Law regarding the conduct of the Business; (ii) threatening to revoke any Permit; or (iii) restricting or in any way limiting its operations as currently conducted or contemplated to be conducted, except for notices of violations, revocations or restrictions which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(c) Seller possesses all Permits issued by, and has made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership, lease, use and operation of the Acquired Assets (collectively, the “Seller Permits”). Section 4.12(c) of the Disclosure Letter sets forth a true and correct list of all Seller Permits as presently in effect and a true and correct list of all material pending applications for Permits, that would be Seller Permits if issued or granted and all material pending applications by Seller for modification, extension or renewal of the Seller Permits. Except as set forth in Section 4.12(c) of the Disclosure Letter, all Seller Permits constitute Acquired Assets. Seller has operated the Business in compliance in all material respects with the terms and conditions of the Seller Permits. Seller has not received notice of any revocation or modification of any such Permit nor has any reason to believe that any such Permit will not be renewed in the ordinary course. For purposes of clarity, as used in this Agreement, the term “Permits” shall not include the

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FCC License or the Spectrum Lease Arrangement (including the [Spectrum Sublease Agreement](#)).

Section 4.13 Taxes.

(a) Seller has timely filed or caused to be filed all United States federal, state, local and non-United States Tax Returns required to have been filed that are material to the Acquired Assets, taken as a whole, and each such Tax Return is true, complete and correct in all material respects.

(b) Seller has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referenced in Section 4.13(a) and all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the Closing Date (except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which Seller has set aside on its books adequate reserves in accordance with GAAP).

(c) Except as set forth in Section 4.13(c) of the Disclosure Letter to the Knowledge of Seller, there are no material United States federal, state, local or non-United States federal or provincial audits, examinations, investigations or other administrative proceedings or court proceedings that have been commenced or are presently pending, or threatened in writing with regard to any Taxes or Tax Returns with respect to the Acquired Assets. There is no material unresolved dispute or claim concerning any Tax liability with respect to the Acquired Assets either claimed or raised by any Tax Authority in writing.

(d) Seller has not (i) received material written notice of any Tax deficiency outstanding, proposed or assessed against or allocable to Seller, (ii) executed any waiver of any statute of limitations in respect of Taxes, or (iii) agreed to any extension of time with respect to a Tax assessment or deficiency.

(e) Other than Permitted Liens and except as set forth in Section 4.13(e) of the Disclosure Letter, there are no statutory Liens for Taxes upon any of the Acquired Assets or the Business other than Permitted Liens.

(f) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all material Taxes with respect to the Acquired Assets that Seller is (or was) required by law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, have been duly withheld or collected, and have been timely paid to the proper authorities to the extent due and payable, except to the extent that Purchaser will not have liability following the Closing with respect to any of the foregoing.

(g) Seller is not a party to any Tax allocation or sharing agreement. Seller (i) has not been a member of an affiliated group filing a consolidated U.S. federal income Tax Return (other than a group the common parent of which was LightSquared Inc.) nor (ii) has any liability for the Taxes of any Person (other than another Seller) under Treas. Reg. §1.1502-6

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(or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise.

(h) The unpaid Taxes of Seller (i) did not exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheet (rather than in any notes thereto), and (ii) will not exceed that reserve as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of Seller in filing its Tax Returns.

(i) Seller is not nor has been a party to any “listed transaction,” as defined in Code Section 6707A(c)(2) and Treas. Reg. §1.6011-4(b)(2).

Section 4.14 Employees. Seller has no employees.

Section 4.15 [Reserved].

Section 4.16 Communications Matters.

(a) Seller has been approved by the FCC to be the lessee of the Spectrum pursuant to the Spectrum Lease Arrangement, and has timely submitted all reports and filings required to be filed with the FCC by Seller with respect to the Spectrum Lease Arrangement, all of which are accurate and complete in all material respects. The Spectrum Lease Arrangement and FCC License are the only licenses, permits, authorizations, orders or approvals issued by a Governmental Entity under the Communications Laws necessary for the lawful conduct of the Business as currently contemplated. The Spectrum Lease Arrangement is in full force and effect and, except as set forth in Section 4.16 of the Disclosure Letter, no action or proceeding is pending or, to the Knowledge of Seller, threatened to revoke, suspend, cancel or refuse to renew, extend or modify in any material respect the Spectrum Lease Arrangement, and there is not issued, outstanding or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against Seller or the Spectrum Lease Arrangement (including the [Spectrum Sublease Agreement](#)) that could result in any such action. Seller has timely taken all actions required under the Spectrum Lease Agreement to renew or extend the Spectrum Lease Arrangement for a period of ten years. Other than the FCC Consent or as set forth in Section 4.16(a) of the Disclosure Letter, the consent, approval, or authorization by any party is not required for Seller to assign the rights and obligations of Seller under the Spectrum Lease Agreement to Purchasers. Section 4.16(a) of the Disclosure Letter sets forth all of the steps Seller has taken, ~~or~~ and will take, to timely and fully satisfy the Substantial Service Deadline in accordance with the Communications Laws.

(b) To the Knowledge of Seller, (i) the license issued to OP LLC for the Spectrum (“FCC License”) is in full force and effect and has not been revoked, suspended, canceled, rescinded, or terminated, or materially adversely modified and has not expired, and is not subject to any conditions except for conditions applicable to wireless licensees generally or as otherwise disclosed on the face of the FCC License, and has been issued for the full term; (ii) OP LLC is operating in compliance with the Communications Laws in all material respects with respect to the FCC License and the [Spectrum Sublease Agreement](#), and has timely

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submitted all reports and filings required to be filed with the FCC by OP LLC with respect to the FCC License and the [Spectrum Sublease Agreement](#), all of which are accurate and complete in all material respects; and (iii) there is no action, pending or threatened to revoke, suspend, cancel or refuse to renew or modify in any material respect the FCC License, and there is not issued, outstanding or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against OP LLC or the FCC License that could result in any such action. ~~To the Knowledge of Seller, OP LLC has timely filed, or will timely file, a valid application to renew the FCC License, along with the requires substantial service showing and completion of construction notification, and Seller is not aware of any reason that could reasonably be expected to result in a refusal by the FCC to renew the FCC License for a full term without any conditions (other than those standard to renewals of wireless licenses) in the ordinary course.~~

(c) Except as set forth in Section 4.16(c) of the Disclosure Letter, no other radio communications facility licensed to any Governmental Entity or commercial entity is causing or projected to cause or receiving or projected to receive interference to or from the use of the Spectrum by Seller as authorized in the Spectrum Lease Agreement and FCC License.

Section 4.17 [Reserved].

Section 4.18 Brokers. Except with respect to fees payable to Moelis & Company LLC and except as set forth in Section 4.18 of the Disclosure Letter, Seller is not a party to any contract, agreement or understanding with any Person that would give rise to a valid claim against Purchaser for a brokerage commission, finder's fee or like payment in connection with the Transactions.

Section 4.19 Environmental Matters. Except as disclosed in Section 4.19 of the Disclosure Letter: (a) no written notice, request for information, claim, demand, order, complaint or penalty has been received by Seller, and there are no judicial, administrative or other actions, suits or proceedings pending or, to Seller's Knowledge, threatened, which allege a violation of or liability under any Environmental Laws, in each case relating to Seller or any of the Acquired Assets, (b) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller has all Permits necessary for its operations to comply with all applicable Environmental Laws and is in compliance with the terms of such Permits and with all other applicable Environmental Laws, and (c) except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no pollutants, contaminants, wastes, chemicals, materials, substances and constituents of any nature which are subject to regulation or which would reasonably be likely to give rise to liability under any Environmental Law, including Hazardous Material, is located at, in, or under any property currently or formerly owned, operated or leased by Seller that would reasonably be expected to give rise to any liability or obligation of Seller under any Environmental Laws, and no Hazardous Material has been generated, owned or controlled by Seller and has been transported to or released at any



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location in a manner that would reasonably be expected to give rise to any liability or obligation on Seller under any Environmental Laws.

Section 4.20 Title to Assets; Sufficiency of Assets.

(a) Except as disclosed in Section 4.20(a) of the Disclosure Letter<sup>98</sup>, Seller holds, and subject to the entry of the Confirmation Order, at the Closing shall cause to be delivered to Purchaser, good and valid title to or, in the case of leased or licensed Assets, a valid and binding leasehold interest in or license to or rights under (as the case may be), all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens.

(b) The Acquired Assets include all tangible Assets, intangible Assets and Intellectual Property that are necessary for the conduct of the Business in substantially the same manner as conducted and as contemplated to be conducted by Seller, its Subsidiaries and its Affiliates prior to the commencement of the Bankruptcy Cases, except for the Retained Assets.

(c) The Acquired Assets include all material tangible Assets, intangible Assets and Intellectual Property that are necessary or required for use of the Spectrum by Seller to meet the Substantial Service Deadline. All material items of Equipment (including transmission and reception Equipment) included in the tangible Assets are in good operating condition and repair and are suitable for their intended purposes, subject to normal wear and tear.

(d) Except as disclosed in Section 4.20(d) of the Disclosure Letter, no Assets owned or held by any Affiliate of Seller are used in the operation of the Business.

Section 4.21 Insurance. Section 4.21 of the Disclosure Letter sets forth a true, complete and correct description of all material insurance maintained by or on behalf of Seller as of the date of this Agreement. As of such date, such insurance is in full force and effect.

Section 4.22 Related Party Transactions. Except as set forth on Section 4.22 of the Disclosure Letter, Seller is not a party to any contract or arrangement with any equityholder, officer, director or Affiliate of Seller related to the Acquired Assets or the conduct of the Business.

Section 4.23 No Other Representations or Warranties; Disclosure Letter. Except for the representations and warranties contained in this Article IV (as modified by the Disclosure Letter), neither Seller nor any other Person makes any other express or implied representation or warranty (either written or oral), including any express or implied representation as to the accuracy or

<sup>98</sup>NTD: This schedule will refer to any assets or rights not held by Seller, which will be subject to the Transition Services Agreement.

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completeness of any information (either written or oral), with respect to Seller, the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated by this Agreement and any Ancillary Agreement, and Seller disclaims any other representations or warranties, whether made by Seller, its Affiliates or any other Person. It is expressly understood that, except as otherwise expressly provided herein, Purchaser takes the Acquired Assets “as is” and “where is”.

## ARTICLE V.

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date of this Agreement.

Section 5.1 Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser is duly qualified to do business as a foreign ~~corporation~~limited liability company and is in good standing in each jurisdiction where the nature of the property owned or leased by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a Purchaser Material Adverse Effect. Purchaser is a U.S. person as defined under the 22 CFR Part 120.15 and is not owned or controlled by foreign persons as defined in 22 CFR Part 122.

Section 5.2 Authorization; Enforceability. Purchaser has all requisite ~~corporate~~limited liability company power and authority to enter into this Agreement and the Ancillary Agreements to which Purchaser is a party. The execution, delivery and performance by Purchaser of this Agreement and each of the Ancillary Agreements to which Purchaser is a party, and the consummation by Purchaser of the Transactions, have been duly authorized by all necessary ~~corporate~~limited liability company action on the part of Purchaser. This Agreement has been and, when executed and delivered, each Ancillary Agreement to which Purchaser is to be a party, will be duly and validly executed and delivered by Purchaser and, subject to the entry of the Confirmation Order, and assuming due and valid execution and delivery hereof and thereof by Seller, and each of the other parties hereto and thereto, as applicable, constitutes (in the case of this Agreement) and will constitute (in the case of each such Ancillary Agreement) the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, and the relief of debtors and other laws of general application affecting enforcement of creditors’ rights generally, rules of law governing specific performance, injunctive relief and other equitable remedies.

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Section 5.3 No Conflicts. Subject to the entry of the Confirmation Order, the execution, delivery and performance of this Agreement and each Ancillary Agreement, and the consummation of the Transactions will not (a) result in a violation of the certificate of ~~incorporation, certificate of formation or bylaws~~limited liability company agreement or similar organizational document of Purchaser or (b) assuming receipt of all required consents and approvals identified in Section 5.4 of the Purchaser Disclosure Letter or otherwise in this Agreement, result in a violation of any law, statute, rule or regulation of any Governmental Entity or any applicable order of any court or any rule, regulation or order of any Governmental Entity applicable to Purchaser or by which any property or asset of Purchaser is bound, except for violations which, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.4 Consents and Approvals. Except as set forth in Section 5.4 of the Purchaser Disclosure Letter, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over Purchaser or any of its properties is required for the execution and delivery by Purchaser of the Agreement and the Ancillary Agreements and performance of and compliance by Purchaser with all of the provisions hereof and thereof and the consummation of the Transactions, except (a) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (b) filings with respect to and any consents, approvals or expiration or termination of any waiting period, required under any United States or foreign antitrust or investment laws, which may include the HSR Act and any other Regulatory Approvals required, (c) the FCC Consent and any additional consents of the FCC required to facilitate the FCC Consent, including, but not limited to, FCC consent to the extension or renewal ~~of the FCC License and extension~~ of the Spectrum Lease Arrangement, and (d) such other consents, approvals, authorizations, registrations or qualifications the absence of which will not have or would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

Section 5.5 Broker's, Finder's or Similar Fees. Purchaser is not party to any contract, agreement or understanding with any Person for any and there are no brokerage commissions, finder's fees or similar fees or commissions that would give rise to a valid claim against Seller in connection with the Transactions.

Section 5.6 Litigation. There are no legal proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party, which, if adversely determined, would reasonably be expected to have a Purchaser Material Adverse Effect.

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Section 5.7 Qualifications to Hold Communications Licenses.

Purchaser is legally, financially and otherwise qualified under the Communications Laws to be the lessee of the Spectrum as contemplated by this Agreement and to perform its obligations hereunder and thereunder. To the knowledge of Purchaser, no fact or circumstance related to Purchaser exists that would reasonably be expected to unduly prevent or delay, in any material respect, the issuance of the FCC Consent.

Section 5.8 Condition of Business. Notwithstanding anything

contained in this Agreement to the contrary, Purchaser acknowledges and agrees that neither Seller, its Affiliates nor any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in Article IV hereof (as modified by the Disclosure Letter), and Purchaser acknowledges and agrees that, except for the representations and warranties contained herein, the Acquired Assets are being transferred on a “where is” and, as to condition, “as is” basis. Purchaser further represents that neither Seller, its Affiliates nor any other Person has made any representation or warranty, express or implied as to the accuracy or completeness of any information regarding Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement and neither Seller, its Affiliates nor any other Person will have or be subject to liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives of Purchaser’s use of, any such information. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and, in making the determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation.

Section 5.9 Compliance with Communications Laws. Purchaser is in

compliance in all material respects with all relevant Communications Laws. There is no claim, action, suit, investigation, litigation or proceeding regarding Purchaser’s compliance with any provision of the Communications Laws, that: (i) is pending before any Governmental Entity; or (ii) to the knowledge of Purchaser, is threatened before any Governmental Entity.

ARTICLE VI.

COVENANTS

Section 6.1 Interim Operations of the Business. From the date of this

Agreement through the Closing Date, except as set forth below, Seller covenants and agrees that, except as expressly provided in this Agreement or the Plan, required by Applicable Law or as may be agreed in writing by Purchaser, such agreement not to be unreasonably withheld, conditioned or delayed:

- (a) (i) the Business shall be conducted only in the ordinary course consistent with past practice, (ii) subject to prudent management of business needs, Seller shall use

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commercially reasonable efforts to preserve intact the Acquired Assets and the business organization of the Business, maintain the existing relations with customers, suppliers, vendors, creditors, business partners and others having business dealings with the Business and (iii) Seller shall pay all working capital (i.e. operating expenditures and capital expenditures) and other ordinary course expenditures of the Business;

(b) Seller shall use commercially reasonable efforts to maintain, preserve and protect all of the Acquired Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business;

(c) Seller shall not (i) modify, amend, reject, waive any rights under or terminate any Designated Contract or (ii) waive, release, compromise, settle or assign any material rights or claims related to any Designated Contract;

(d) Subject to Purchaser's compliance with Section 6.11, Seller shall use its commercially reasonable efforts to, prior to or contemporaneously with confirmation of the Plan, obtain entry of an order from the Bankruptcy Court authorizing Seller to assume, if necessary pursuant to sections 365 and 1123 of the Bankruptcy Code, the Designated Contracts and assign such Designated Contracts to Purchaser;

(e) Seller shall not take or agree to or commit to assist any other Person in taking any action that would reasonably be expected to (i) result in a failure of any of the conditions to the Closing as set forth in Article VII or (ii) impair the ability of Seller or Purchaser to consummate the Closing in accordance with the terms hereof or to materially delay such consummation;

(f) Seller shall not, with respect to the Acquired Assets or the Business, make or authorize (i) any change to its accounting principles, methods or practices or (ii) any change to its Tax accounting principles, methods or practices other than, in each case, as required by changes in Applicable Law, or GAAP, or would not reasonably be expected to affect any Tax related to the Acquired Assets after the Closing Date;

(g) Seller shall not grant or execute any power of attorney to or for the benefit of any Person that vests in such Person decision-making authority or the ability to bind Seller with respect to any matter that is in any respect material to Seller, any Acquired Asset or the Business;

(h) Except to the extent provided in the Plan, Seller shall not (i) cause or permit the amendment, restatement or modification of its certificate of incorporation or bylaws, except as otherwise required by Applicable Law, (ii) effect a split or reclassification or other adjustment of any of its equity interests or a recapitalization thereof, (iii) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any of its equity interests or any equity interest of, or similar interest in, a joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (iv) alter, whether through a complete or partial liquidation, dissolution, merger, consolidation,

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restructuring, reorganization or in any other manner, its legal structure or ownership or any joint venture or similar arrangement to which Seller is a party which is an Acquired Asset hereunder, (v) declare, set aside or pay any type of dividend, whether in cash, stock or other property, in respect of any of its equity interests, or repurchase, redeem or otherwise acquire or offer to repurchase, redeem or otherwise acquire any such equity interests, (vi) sell, lease, mortgage, pledge, grant a lien, mortgage, pledge, security interest, charge, claim or other encumbrance of any kind or nature on or otherwise encumber or dispose of any of its properties or assets, except for dispositions of obsolete equipment in the ordinary course of business, or (vii) propose, adopt or approve a plan with respect to any of the foregoing;

(i) Seller shall not sell, lease, transfer or otherwise dispose (including through right of use agreements) of any Acquired Assets, other than sales of service contracts or inventory in the ordinary course of business;

(j) Seller shall not, assume, reject or assign any Material Contract other than the assumption and assignment of the Designated Contracts, as contemplated by this Agreement, to Purchaser;

(k) Seller shall, with respect to the Business, file, when due or required, all Tax Returns and other tax returns and other reports required to be filed and pay when due all Taxes, assessments, fees and other charges lawfully levied or assessed against them;

(l) Seller shall not: (i) enter into any new Contracts with respect to any Spectrum leased to Seller pursuant to the Spectrum Lease Agreement; (ii) enter into any new Contracts to accept harmful interference as defined by the FCC in connection with the FCC License or the Spectrum Lease Arrangement; (iii) sell, lease, transfer or otherwise dispose (including through right of use agreements) of any rights to use the Spectrum as provided under the Spectrum Lease Agreement; (iv) fail to maintain in effect the Spectrum Lease Arrangement, including by failing to take any action necessary or required to extend or renew the term of the Spectrum Lease Arrangement and to cooperate with OP LLC to ~~renew the FCC License and~~ satisfy or obtain an extension of the Substantial Compliance Deadline, (v) seek to modify the Spectrum Lease Arrangement, or to cause OP LLC to modify the FCC License, except for the filing and prosecution of the FCC Application ~~and such modifications, which become authorized pursuant to pending applications of Seller as of the date hereof or which are reasonably required in the judgment of Seller in order to maintain the Spectrum Lease Arrangement or the FCC License in full force and effect,~~ or (vi) take any action that reasonably could be viewed as jeopardizing Seller's qualifications to lease the Spectrum or that otherwise jeopardizes the FCC License, ~~including renewal of the FCC License;~~

(m) Seller shall promptly notify Purchaser of any communications from the FCC or OP LLC (whether written or oral) relating to the Spectrum, Seller's proposed use of the Spectrum, the FCC License, the Spectrum Lease Agreement, or the Spectrum Lease Arrangement;

(n) Seller shall take all actions necessary or required to (i) fulfill all of Seller's obligations under the Spectrum Lease Agreement and the Spectrum Lease Arrangement; (ii)

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comply with any and all applicable requirements of the FCC License and the provisions of the Communications Laws and FCC rules that apply to use of the Spectrum and/or the Spectrum Lease Arrangement, ~~including providing OP LLC with all information necessary for it to obtain renewal of the FCC License for the full term;~~ (iii) satisfy, or obtain an extension of, the Substantial Compliance Deadline, including but not limited to, the actions listed on Section 4.16(a) of the Disclosure Letter; and (iv) obtain FCC approval to extend the term of the Spectrum Lease Arrangement for a period of an additional ten years, ~~including but not limited to notifying the FCC of the intent to renew the Spectrum Lease Arrangement in accordance with Section 1.9035(1) of the FCC's rules; and (v) obtain FCC approval for the renewal of the FCC License for the full term and any applications set forth on Section 6.1(n) of the Disclosure Letter<sup>10</sup>.~~

(o) Seller shall comply with all of the covenants and agreements contained in the DIP Credit Agreement;

(p) Seller shall not enter into any Contract, directly or indirectly, unilaterally or in concert, and whether orally, in writing, formally or informally, to do any of the foregoing or assist or cooperate with any other Person in doing any of the foregoing, or authorize, recommend, propose or announce an intention to do any of the foregoing.

(q) Seller shall provide Buyer with quarterly updates on progress toward meeting the substantial service showing under the FCC License;

(r) Seller shall provide Buyer with monthly updates on the status of discussions with any Government Entity relating to the use and licensing of the NOAA Spectrum, including but not limited to the proposed relocation of NOAA's national weather service radiosonde operations and the size of the exclusion zones imposed on the operation of the NOAA Spectrum to eliminate the potential for interference to NOAA's earth stations;

(s) Seller shall employ commercially reasonable efforts to obtain support from NOAA, FCC, and the National Telecommunications and Information Administration for commercial use of the NOAA Spectrum.

#### Section 6.2 Access; Confidentiality.

(a) Subject to Section 9.12, from the date hereof until the earlier of (i) termination of this Agreement or (ii) the Closing, Seller will, (x) upon reasonable notice, give Purchaser and its employees, accountants, financial advisors, financing sources, counsel and other representatives reasonable access during normal business hours to the offices, properties, books and records of Seller relating to the Acquired Assets, the Assumed Liabilities, and the Business; (y) furnish to Purchaser such financial and operating data and other information

<sup>10</sup>NTD: ~~This schedule will include, at a minimum, the pending renewal application and pending DIP applications.~~



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relating to the Acquired Assets, the Assumed Liabilities, and the Business as may be reasonably requested; and (z) instruct the executive officers and counsel, auditors and financial advisors of Seller to cooperate with Purchaser's employees, accountants, counsel and other representatives; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Seller to disclose information, (1) the disclosure of which to Purchaser would result in the waiver of attorney-client privilege that may be asserted by Seller (that has not already been waived by any of the parties thereto), (2) in violation of any competition or anti-trust laws, (3) that conflicts with any confidentiality obligations to which Seller is bound.

(b) Purchaser shall cooperate with Seller and make available to Seller such documents, books, records or information Transferred to Purchaser and relating to activities of the Business prior to the Closing as Seller may reasonably require after the Closing in connection with any Tax determination or contractual obligations to Third Parties or to defend or prepare for the defense of any claim against Seller or to prosecute or prepare for the prosecution of claims against Third Parties by Seller relating to the conduct of the Business by Seller prior to the Closing or in connection with any governmental investigation of Seller or any of its Affiliates; provided that any such activities pursuant to this provision shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Purchaser.

(c) No party shall destroy any files or records which are subject to this Section 6.2 without giving reasonable notice to the other parties, and within 15 days of receipt of such notice, any such other party may cause to be delivered to it the records intended to be destroyed, at such other party's expense.

(d) Following the Closing, Seller shall maintain as confidential and shall not use or disclose (except as required by Applicable Law or as authorized in writing by Purchaser) (i) any information or materials relating to the Business, and (ii) any materials developed by Purchaser or any of its representatives (including its accountants, advisors, environmental, labor, employee benefits and any other consultants, lenders and legal counsel). Except as otherwise permitted and provided above, in the event Seller is required by Applicable Law to disclose any such confidential information, Seller shall promptly notify Purchaser in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with Purchaser in connection with Purchaser's efforts to obtain a protective order (at Purchaser's sole cost and expense) and otherwise preserve the confidentiality of such information consistent with Applicable Law. Information subject to the confidentiality obligations in this Section 6.2(d) does not include any information which (A) at the time of disclosure is generally available to or known by the public (other than as a result of its disclosure in breach of this Agreement) or (B) becomes available on a non-confidential basis from a Person who is not known to be bound by a confidentiality agreement with the Purchaser or its Affiliates, or who is not otherwise prohibited from transmitting the information.



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Section 6.3 Efforts and Actions to Cause Closing to Occur.

(a) At all times prior to the Closing, upon the terms and subject to the conditions of this Agreement, Seller and Purchaser shall use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable (subject to any Applicable Laws) to cause the Closing Date to occur and consummate the Closing and the other Transactions, including the preparation and filing of all forms, registrations and notices required to be filed to cause the Closing Date to occur and to consummate the Closing and the other Transactions and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions, expiration or termination of waiting periods, or waivers by any Third Party or Governmental Entity, including the FCC Consent. In addition, subject to the terms of this Agreement, no party hereto shall take any action after the date hereof that would reasonably be expected to materially delay the obtaining of, or result in not obtaining, any permission, approval or consent from any Governmental Entity or other Person required to be obtained prior to the Closing as applicable; provided, however, that nothing herein shall be construed to prevent, limit, or restrict Purchaser from initiating or participating in any proceeding with any Governmental Entity that either (x) does not specifically pertain to the Spectrum or (y) relates to the use of the Spectrum in conjunction with any other radio frequencies. Each of Purchaser and Seller shall bear its own costs, fees and expenses relating to the obtaining of any approvals, authorizations, consents, releases, orders, licenses, Permits, qualifications, exemptions or waivers referred to in this Section 6.3(a) except that any filing fees associated with the filings related to the FCC Consent, and any fee required to be paid in connection with any filing under the HSR Act or its implementing regulations, shall be paid one half by Purchaser and one half by Seller.

(b) Subject to Applicable Law, from the date hereof through the Closing Date, Seller and Purchaser shall promptly consult with the other with respect to, provide any necessary information with respect to, and provide the other (or its counsel) with copies of, all filings made by such party with any Governmental Entity or any other information supplied by such party to a Governmental Entity in connection with this Agreement and the Transactions. Seller and its Affiliates and Purchaser shall promptly provide the other with copies of any written communication received by it from any Governmental Entity regarding any of the Transactions. If Seller or its Affiliates, on the one hand, and Purchaser or its Affiliates, on the other hand, receives a request for additional information or documentary material from any such Governmental Entity with respect to any of the Transactions, then such party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other, an appropriate response in compliance with such request. To the extent that Transfers, amendments or modifications of Permits are required as a result of the execution of this Agreement or consummation of any of the Transactions, Seller shall use its commercially reasonable efforts to effect such Transfers, amendments or modifications.

(c) In addition to and without limiting the agreements of the parties contained above, Seller and Purchaser shall:

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- (i) (A) take promptly, but in no event more than ~~twentyten~~ (2010) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining the FCC Consent; (B) take promptly, but in no event more than ten (10) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining HSR Act approval; and (C) take promptly, but in no event more than ~~twentyten~~ (2010) Business Days after the execution of this Agreement, all actions necessary to make any filings required of them or any of their Affiliates in connection with obtaining any other required approvals or consents necessary to consummate the Closing and the Transactions;
- (ii) comply at the earliest practicable date with any request for additional information or documentary material received by Seller or Purchaser or any of their Affiliates from the FCC or other Governmental Entity in connection with the FCC Application, the FCC Consent or any other required approvals or consents, including Seller's application to ~~obtain a~~ renew or extend the Spectrum Lease Arrangement or the pending application filed by LightSquared LP to modify its FCC license for the use of the Spectrum and NOAA Spectrum;
- (iii) cooperate with each other in connection with any filing in connection with the FCC Application, the FCC Consent or any other required approvals or consents, including Seller's application to ~~obtain a~~ renew or extend the Spectrum Lease Arrangement or the pending application filed by LightSquared LP to modify its FCC license for the use of the Spectrum and NOAA Spectrum;
- (iv) use their respective commercially reasonable efforts to oppose any petitions to deny or other objections that may be filed or otherwise raised before the FCC with respect to the FCC Application and any requests for reconsideration or review of the grant of the FCC Consent, except nothing herein shall obligate either party to participate in any evidentiary hearing before the FCC; provided, however, that none of the parties shall take any action that it knows or should know would adversely affect or delay the grant of FCC Consent;
- (v) use commercially reasonable efforts to resolve such objections, if any, as may be asserted in connection with the FCC Application, the FCC Consent or the LightSquared LP application for a FCC license to use the Spectrum or NOAA Spectrum, under any antitrust law or otherwise in connection with any other required approvals or consents;
- (vi) advise the other party promptly of any material communication with such party and the FCC, NOAA, the National Telecommunications and

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Information Administration, or the Office of Management and Budget in connection with the FCC Application, the FCC Consent, [the Spectrum](#), or the NOAA Spectrum or from any Governmental Entity in connection with any of the Transactions;

- (vii) not make any submission or filings, and to the extent permitted by such Governmental Entity, participate in any meetings or any material conversations with Governmental Entities in respect of any required FCC Consent or efforts [by LightSquared LP](#) to secure a FCC license to use the [Spectrum](#) or NOAA Spectrum, unless the party consults with the other party in advance and gives the other party the opportunity to review drafts of any submissions or filings, and attend and participate in any communications or meetings;
- (viii) where a party seeks not to provide the other party with any information under this [Section 6.3](#) on grounds that such information is competitively sensitive, such party will be required to provide the information to the other party's external counsel (except for information that relates to a party's valuation of the transactions contemplated by this Agreement) and such external counsel will not provide the information to its client; and
- (ix) cooperate in all proceedings before any Governmental Entity related to the use or conditions of use of the Spectrum, the NOAA Spectrum or any radio frequencies proposed to be used in conjunction with the Spectrum to provide communications services, including without limitation making a joint petition and fully participating in any such proceedings to promote the interests of the Business.

(d) Notwithstanding the foregoing or any other covenant herein contained, nothing in this Agreement shall be deemed to require Purchaser or Seller to (i) commence any litigation against any Person in order to facilitate the consummation of any of the Transactions, except as otherwise set forth in this [Section 6.3](#) hereof; (ii) take or agree to take any other action or agree to any limitation that would reasonably be expected to have a Purchaser Material Adverse Effect on the one hand, or a Material Adverse Effect on the other hand; (iii) agree to sell or hold separate any material assets, businesses, or interest in any material assets or businesses of Purchaser or Seller, or to agree to any material changes or restrictions in the operation of any assets or businesses of Purchaser or Seller; (iv) defend against any litigation brought by any Governmental Entity seeking to prevent the consummation of, or impose limitations on, any of the Transactions, except as otherwise set forth in this [Section 6.3](#) hereof; or (v) participate in an evidentiary hearing before the FCC in order to facilitate the consummation of any of the Transactions.

**Section 6.4 [Notification of Certain Matters](#).** Seller shall give written notice to Purchaser, and Purchaser shall give written notice to Seller, promptly after becoming aware of (i) the occurrence of any event, which would be likely

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to cause any condition set forth in Article VII to be unsatisfied at any time from the date hereof to the Closing Date, (ii) any notice or other communication from (x) any Person alleging that the consent of such Person is or may be required in connection with any of the Transactions or (y) any Governmental Entity in connection with any of the Transactions or (iii) any actions, suits, claims, investigations, proceedings or written inquiries commenced relating to Seller, the Acquired Assets or the Business that, if pending on the date of this Agreement, would have been required to be disclosed pursuant to Section 4.9 or, if determined adversely to Seller, could materially and adversely affect Seller, the Acquired Assets or the Business and (iv) any actions, suits, claims, investigations, proceedings or written inquiries commenced relating to Purchaser or any of its Affiliates or Subsidiaries that could impact the Closing or the satisfaction of any condition precedent thereto; provided, however, that the delivery of any notice pursuant to this Section 6.4 shall not limit or otherwise affect the remedies available hereunder to Purchaser.

#### Section 6.5 Submission for Court Approvals.

(a) Seller agrees that Purchaser is the “~~stalking-horse~~” ~~bidder~~ Successful Bidder” for purposes of the purchase and sale of the Acquired Assets as reflected in the Notice of Successful Bidder Under One Dot Six Plan for One Dot Six Assets [Docket No. 1165]. In furtherance thereof and except as consented to in writing by Purchaser, Seller shall not seek any order approving any other Person as the “~~stalking-horse~~” ~~bidder~~ Successful Bidder” and shall take all ~~actions~~ action consistent with Purchaser’s designation as the “~~stalking-horse~~” ~~bidder~~ Successful Bidder.” Until entry of the Confirmation Order, Seller shall comply with the provisions of the Bid Procedures Order.

(b) At least five (5) Business Days prior to serving or filing any material motion, application, pleading, schedule, report and other paper (including memoranda, exhibits, supporting affidavits and evidence and other supporting documentation) in its Bankruptcy Cases relating to or affecting the Transactions, including any pleading seeking relief related to the sale, Seller shall provide a draft thereof to Purchaser and its counsel, and provide Purchaser (and its advisors and counsel) with a reasonable opportunity to consult within such period with Seller with respect to any and all such motions, applications, pleadings, schedules, reports and other papers.

(c) Seller shall take all actions reasonably required to assume and assign the Designated Contracts to Purchaser, including taking all actions reasonably required to obtain a Bankruptcy Court order containing a finding that the proposed assumption and assignment of the Designated Contracts to Purchaser satisfies all applicable requirements of section 365 or 1123(b)(2) of the Bankruptcy Code.

(d) Seller shall use commercially reasonable efforts to obtain entry of a Final Order of the Bankruptcy Court pursuant to section 365 or 1123(b)(2) of the Bankruptcy Code, including, without limitation, to determine whether Seller has provided “adequate assurance” to

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counterparties to the Designated Contracts within the meaning of, and as required by, sections 365(b) and 365(f) of the Bankruptcy Code.

(e) Promptly upon the execution of this Agreement, Seller shall use commercially reasonable efforts to obtain as soon as possible, but subject to the notice requirements of the Bankruptcy Code and Bankruptcy Rules and the Bankruptcy Court's availability, the requirements of the Bid Procedures Order (and the bidding procedures contained therein), ~~and the Bankruptcy Court's availability~~, the Bankruptcy Court's entry of the Confirmation Order. The Confirmation Order shall be in form and substance reasonably satisfactory to Purchaser.

(f) If the Confirmation Order shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification modification, vacation, stay, rehearing, reargument or leave to appeal shall be filed with respect to any such order), Seller and Purchaser will cooperate in taking steps to reasonably diligently defend such appeal, petition or motion and use commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.

Section 6.6 Debtor Cooperation. Seller and one or more Debtors are party to and have joint obligations under certain of the Designated Contracts (the "Joint Designated Contracts"). Seller shall use its commercially reasonable efforts to cause Sellers obligations to be assigned to Purchaser pursuant to a new separate contract. To the extent that the rights of Seller under any Joint Designated Contract has not been assigned prior to the Closing, this Agreement, then Seller, to the maximum extent permitted by Applicable Law and the Joint Designated Contract, shall act as Purchaser's agent in order to obtain for Purchaser the benefits thereunder and shall cooperate, to the maximum extent permitted by Applicable Law and the instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser. ~~Section 6.6 [Reserved].~~

Section 6.7 Subsequent Actions. If at any time after the Closing Date, Purchaser or Seller considers or is advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser, its right, title or interest in, to or under any or all of the Acquired Assets or otherwise to carry out this Agreement, including the assumption of the Assumed Liabilities, Purchaser or Seller shall at Purchaser's sole cost and expense, execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances and take and do all such other actions and things as may be requested by the other party in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser or otherwise to carry out this Agreement. For the avoidance of doubt, this Section 6.7 shall survive the Closing.

Section 6.8 Publicity. Prior to the Closing and without limiting or restricting any party from making any filing with the Bankruptcy Court with respect to this Agreement or the Transactions, no party shall issue any press

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release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, disclosure is otherwise required by Applicable Law, the Bankruptcy Code or the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of the Securities and Exchange Commission or any stock exchange on which Purchaser lists securities, provided that the party intending to make such release shall use its commercially reasonable efforts consistent with such Applicable Law, the Bankruptcy Code or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

#### Section 6.9 Tax Matters.

(a) The Purchaser and Seller agree that the Purchase Price is exclusive of any Transfer Taxes. The Purchaser shall promptly pay directly to the appropriate Tax Authority all applicable Transfer Taxes that may be imposed upon or payable or collectible or incurred in connection with this Agreement or the transactions contemplated herein, or that may be imposed upon or payable or collectible or incurred in connection with the Transactions provided that if any such Transfer Taxes are required to be collected, remitted or paid by Seller or any other Person, such Transfer Taxes shall be paid by the Purchaser to Seller or such other Person at such time as such Transfer Taxes are required to be paid under Applicable Law.

(b) Purchaser and Seller covenant and agree that they will use their commercially reasonable efforts to obtain an order from the Bankruptcy Court pursuant to section 1146 of the Bankruptcy Code exempting, to the maximum extent possible, the Transfer of the Acquired Assets from Seller to Purchaser from any and all Transfer Taxes (as hereinafter defined). To the extent the Transactions or any portion of the Transactions are not exempt from Transfer Taxes under section 1146 of the Bankruptcy Code, Purchaser shall be responsible for and shall pay all Transfer Taxes in accordance with Section 6.9(a). Purchaser and Seller shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under Applicable Law.

(c) Purchaser and Seller agree to furnish, or cause their Affiliates to furnish, to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets or the Business (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any Tax Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Purchaser and Seller shall cooperate, and cause their Affiliates to cooperate, with each other in the conduct of any audit or other proceeding related to Taxes and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 6.9(c). Purchaser and Seller shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened tax audits, assessments or litigation with respect to the

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Acquired Assets or the Business for any taxable period for which the other party may have liability under this Agreement. Purchaser and Seller shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any Tax Authority in connection with any tax audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

(d) Real and personal property Taxes and assessments, and all rents, utilities and other charges, on the Acquired Assets for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date (the “Straddle Period Property Tax”) shall be prorated on a per diem basis between Purchaser and Seller as of the Closing Date; provided, however, that Seller shall not be responsible for, or benefit from, any increased or decreased assessments on real or personal property resulting from the transactions contemplated hereby. All such prorations of Straddle Period Property Taxes shall be allocated so that items relating to time periods ending on or prior to the Closing Date shall be allocated to Seller and items relating to time periods beginning after the Closing Date shall be allocated to Purchaser. The amount of all such prorations shall be settled and paid on the Closing Date. If any of the rates for the Straddle Period Property Taxes for any taxable period commencing on or prior to the Closing Date and ending after the Closing Date are not established by the Closing Date, the prorations shall be made on the basis of such rates in effect for the preceding taxable period. The apportioned obligations under this Section 6.9(d) shall be timely paid and all applicable filings made in the same manner as set forth for the apportioned Transfer Taxes in Section 6.9(a) and Section 6.9(b).

Section 6.10 Designation Dates; Assumption of Costs and Expenses.<sup>++</sup>

On or prior to the date of the hearing with regard to entry of the Confirmation Order, Purchaser shall make its final designations of all Contracts, in accordance with Section 2.1(b) hereof, and may, prior to the Closing Date, revise Section 2.1(b) of the Disclosure Letter to exclude from the definition of Designated Contracts and to include in the definition of Retained Assets, any Contract previously included in the definition of Designated Contracts and not otherwise included in the definition of Retained Assets; provided, that no such final designation or revision shall reduce the amount of the Purchase Price. In the event that Seller enters into any new Contracts relating to the Acquired Assets on or after the date of entry of the Confirmation Order, Purchaser shall have the option, but not any obligation, to add any such Contracts to the definition of Designated Contracts; provided that no such addition shall increase the Purchase Price.

Section 6.11 Prompt Payment of Cure Costs. With respect to each Designated Contract: (a) Seller shall no later than five (5) calendar days after

~~++ NTD: Any proposed Purchaser shall be required to provide a definitive list of proposed Designated Contracts to the Seller at the Bid Deadline.~~



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~~entry of the Bid Procedures Order~~ date hereof, serve each counterparty to a proposed Designated Contract as of such date with notice of the proposed Cure Cost for such Contract and (b) Purchaser shall pay or cause to be paid, as soon as practicable after the Effective Date of the Plan, all amounts (the “Cure Costs”) that (i) are required to be paid under section 365(b)(1)(A) or (b)(1)(B) of the Bankruptcy Code in order to assume and assign such contract or (ii) are due pursuant to an order of the Bankruptcy Court as a condition to assuming and assigning such Designated Contract; provided, however, that Cure Costs that are the subject of a bona fide dispute shall be paid within two (2) Business Days of the effectiveness of a settlement or order of the Bankruptcy Court, as the case may be, with respect thereto.

Section 6.12 Completion of Nonassignable Designated Contracts. Seller shall use its commercially reasonable efforts to obtain any consent, approval or amendment, if any, required to novate and/or assign any Designated Contract to be assigned to Purchaser hereunder which the Bankruptcy Court determines is not able to be assumed and assigned under section 365(c) of the Bankruptcy Code or which a court of competent jurisdiction determines is not able to be assumed pursuant to Applicable Law (a “Nonassignable Designated Contract”). Seller shall keep Purchaser reasonably informed from time to time of the status of the foregoing and Purchaser shall cooperate with Seller in this regard. To the extent that the rights of Seller under any Nonassignable Designated Contract, or under any other Acquired Asset to be assigned to Purchaser hereunder, may not be assigned without the consent of a Third Party which has not been obtained prior to the Closing, this Agreement shall not constitute an agreement to assign the same at the Closing, if an attempted assignment would be unlawful. If any such consent has not been obtained or if any attempted assignment would be ineffective or would impair Purchaser’s rights under the instrument in question so that Purchaser would not acquire the benefit of all such rights, then Seller, to the maximum extent permitted by Applicable Law and the instrument, shall act as Purchaser’s agent in order to obtain for Purchaser the benefits thereunder and shall cooperate, to the maximum extent permitted by Applicable Law and the instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser; provided, however, that nothing contemplated by this Section 6.12 shall reduce the amount of the Purchase Price.<sup>429</sup> \_

Section 6.13 Casualty Loss. Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain, or (b) is damaged or destroyed by fire, flood or

<sup>429</sup> NTD: This provision is subject to change after analysis of the underlying contracts and consent issues.



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other casualty, Seller shall notify Purchaser promptly in writing of such fact, (i) in the case of condemnation or taking, Seller shall assign or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire, flood or other casualty, Seller shall assign the insurance proceeds therefrom to Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 6.13 shall not in any way modify Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

Section 6.14 Other Assets. Seller shall cause and shall cause its Affiliates to cause all assets related to the Business which are held by any of the Debtors (other than the Seller) to be transferred to Purchaser without any consideration (and such transferor will be deemed to be Seller for purposes of the representations, warranties and covenants set forth in this Agreement).

Section 6.15 No Violation. Purchaser will not assume ownership or control (whether *de facto* or *de jure*) of the Spectrum Lease Arrangement of Seller hereunder in a manner that violates any Communications Laws of the United States.

## ARTICLE VII.

### CONDITIONS

Section 7.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Closing shall be subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following conditions:

- (a) Government Action. There shall be no injunction or restraining order of any Governmental Entity:
- (i) prohibiting or imposing any material limitations on Purchaser's ownership or operation (or that of any of its Affiliates) of all or a material portion of its businesses or assets or the Acquired Assets, or compelling Purchaser or any of its Affiliates to dispose of or hold separate any material portion of the Acquired Assets or the business or assets of Purchaser or any of its Subsidiaries;
  - (ii) restraining or prohibiting the consummation of the Closing or the performance of any of the other Transactions, or imposing upon Purchaser or any of its Subsidiaries any damages or payments that are material;

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

- (iii) imposing material limitations on the ability of Purchaser, its Subsidiaries or its Affiliates, or rendering Purchaser, its Subsidiaries or its Affiliates unable to pay for or purchase a material portion of the Acquired Assets;
- (iv) imposing material limitations on the ability of Purchaser effectively to exercise full rights of ownership of the Acquired Assets; or
- (v) otherwise having a Material Adverse Effect.

(b) Consents, Approvals and Permits. All consents and approvals of any Person (other than a Governmental Entity) set forth in Section 7.1(b) of the Disclosure Letter shall have been obtained, except in the case of any Nonassignable Designated Contract. All consents and approvals of any Governmental Entity, whether United States federal, state, local or non-United States, required in connection with the consummation of the Closing and the other Transactions, including consents and approvals required in connection with the Designated Contracts set forth in Section 7.1(b) of the Disclosure Letter shall have been obtained. A copy of each such consent or approval referred to in this Section 7.1(b) shall have been provided to Purchaser at or prior to the Closing. All Permits necessary for the operation of the Business included in the Acquired Assets will be Transferred to Purchaser or have been obtained by Purchaser.

(c) Claims of Purchaser. The DIP Claims and the Inc. Facility-One Dot Six Guaranty Claims shall have been Allowed in full by the Bankruptcy Court.

(d) FCC Matters. The FCC Consent shall have been issued and such FCC Consent shall have become a Final FCC Order. The FCC shall have (i) ~~determined, by Final FCC Order, that Seller has satisfied in full, or granted an extension of, satisfactory to Purchaser, the Substantial Compliance Deadline;~~ (ii) ~~granted the renewal of the FCC License and such grant shall have become a Final FCC Order;~~ and (iii) extended or renewed the term of the Spectrum Lease Arrangement ~~and FCC License~~ for an additional ten year period.

(e) Bill of Sale; Conveyance Documents. Seller shall have duly executed and delivered to Purchaser the Bill of Sale, each of the Intellectual Property Instruments and each other Conveyance Document.

(f) Antitrust Approvals. All terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under any applicable antitrust regulations in any non-United States jurisdiction, shall have occurred.

(g) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing any Material Adverse Effect or any facts, events or circumstances that would reasonably be expected to have such a Material Adverse Effect.

(h) Seller's Representations and Warranties. Each of the representations and warranties set forth in Article IV (disregarding all materiality and Material Adverse Effect

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

qualifications contained therein) shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the date hereof) or (ii) if made as of a date specified therein, as of such date, except for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Material Adverse Effect.

(i) Seller's Performance of Covenants. Seller shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Seller to be performed or complied with by it under this Agreement.

(j) Certificate of Seller's Officers. Purchaser shall have received from Seller a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief Financial Officer, or if no such officers exist, an equivalent officer of Seller, reasonably satisfactory in form to Purchaser, to the effect of paragraphs (a) and (f) through (h) above.

(k) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance satisfactory to Purchaser, which shall have become a Final Order and the Confirmation Order shall not have been reversed, stayed, modified or amended in any manner without Purchaser's consent.

(l) Effective Date. The Effective Date of the Plan shall have occurred.

(m) Spectrum Lease Agreement. All consents and approvals (if any) required to be obtained in order to assign the Spectrum Lease Agreement and Spectrum Sublease Agreement from Seller to Purchaser shall have been obtained, and the Spectrum Lease Agreement and Spectrum Sublease Agreement shall be in full force and effect.

(n) Transition Services Agreement. Seller shall have duly executed the Transition Services Agreement.

(o) Tax Certifications. Purchaser shall have received a certification of non-foreign status for Seller in the form and manner which complies with the requirements of Section 1445 of the Code and the Treasury regulations promulgated thereunder.

The foregoing conditions in this Section 7.1 are for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, at any time and from time to time in its sole discretion. The failure by Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

Section 7.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the Closing shall be subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(a) Government Action. There shall be no injunction or restraining order of any Governmental Entity in effect restraining or prohibiting the consummation of the Closing or imposing upon Seller any damages or payments that are material.

(b) FCC Matters. The FCC Consent shall have been issued.

(c) Antitrust Approvals. Other than the FCC Consent, all terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, including under any applicable antitrust regulations in any non-United States jurisdiction, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained from any non-United States competition or antitrust authority shall have been obtained for the transactions contemplated by this Agreement.

(d) Representations and Warranties. The representations and warranties of Purchaser set forth in Article V (disregarding all materiality and Purchaser Material Adverse Effect qualifications contained therein) shall be true and correct (i) as of the date hereof and as of the Closing Date (as though made on the date hereof) or (ii) if made as of a date specified therein, as of such date, except for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Purchaser Material Adverse Effect.

(e) Purchaser's Performance of Covenants. Purchaser shall not have failed to perform in any material respect any material obligation or to comply in any material respect with any material agreement or material covenant of Purchaser to be performed or complied with by it under this Agreement.

(f) Certificate of Purchaser's Officers. Seller shall have received from Purchaser a certificate, dated the Closing Date, duly executed by the Chief Executive Officer, and the Chief Financial Officers, or if no such officers exist, an equivalent officer of Purchaser, reasonably satisfactory in form to Purchaser, to the effect of paragraphs (e) and (f) above.

(g) Confirmation Order. The Confirmation Order, in form and substance reasonably satisfactory to Seller, shall have become a Final Order and the Confirmation Order shall not have been reversed, stayed, modified or amended in any manner materially adverse to Seller without Seller's consent.

(h) Transition Services Agreement. Purchaser shall have duly executed the Transition Services Agreement.

The foregoing conditions in this Section 7.2 are for the sole benefit of Seller and may be waived by Seller, in whole or in part, at any time and from time to time in its sole discretion. The failure by Seller at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

ARTICLE VIII.

TERMINATION

Section 8.1 Termination. This Agreement may be terminated or abandoned at any time prior to the Closing Date as follows:

(a) By the mutual written consent of Purchaser and Seller;

(b) By either Purchaser or Seller upon written notice given to the other, if the Bankruptcy Court or any other Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their commercially reasonable efforts to prevent the entry of and remove), which permanently restrains, enjoins or otherwise prohibits the consummation of the Transactions and such order, decree, ruling or other action shall have become a Final Order;

(c) By either Purchaser or Seller upon written notice given to the other, if the Closing Date shall not have taken place on or before \_\_\_\_\_<sup>1310</sup> (the “Termination Date”); provided, however, that if all of the conditions to Closing shall have been satisfied or shall be then capable of being satisfied (other than the conditions set forth in Section 7.1(d), Section 7.1(f) and Section 7.1(l)), the initial Termination Date may be extended by Purchaser from time to time by written notice to Seller for up to an aggregate of 90 additional days, the latest of any of which dates shall thereafter be deemed to be the Termination Date; and

(d) By Seller upon written notice given to Purchaser, if Purchaser shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.2 and (ii) is not cured within twenty (20) Business Days after Seller notifies Purchaser of such breach.

(e) By Purchaser upon written notice given to Seller:

(i) if Seller shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.1 and (ii) is not cured within twenty (20) Business Days after Purchaser notifies Seller of such breach;

(ii) if Seller seeks to have the Bankruptcy Court enter an order dismissing the Bankruptcy Case of Seller or converting it to a case under Chapter 7

<sup>1310</sup>NTD: This date shall be the date that is six months after the date of execution of this Agreement.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

of the Bankruptcy Code, or appointing a trustee in its Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of Seller's business (beyond those set forth in section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code section 1106(b), and such order is not reversed or vacated within three Business Days after the entry thereof; or

(iii) if the Bid Procedures Order or the Confirmation Order has been revoked, rescinded or modified in any material respect and the order revoking, rescinding or modifying such order(s) shall not be reversed or vacated within thirty Business Days after the entry thereof; provided that Purchaser shall have the right to designate any later date for this purpose in its sole discretion.

(f) by either Purchaser or Seller, if the Sale Hearing has been completed and Purchaser is not determined by the Bankruptcy Court to be the ~~successful bidder~~ Successful Bidder;

(g) by either Purchaser or Seller, if the Bankruptcy Court enters any order approving an Alternative Transaction;

(h) by ~~either Purchaser or Seller~~, if the Bankruptcy Court approves any plan of reorganization or plan of liquidation that is not the Plan or does not contemplate the sale of the Acquired Assets to Purchaser on terms consistent with those set forth in this Agreement.

~~For the avoidance of doubt, Purchaser shall be required to act as the Back-Up Bidder in any auction for the Acquired Assets.~~

~~Notwithstanding the foregoing, in no event may Seller terminate this Agreement pursuant to Section 8.1(f), Section 8.1(g) or Section 8.1(h) of this Agreement after Purchaser is declared the Successful Bidder and such Successful Bid is approved by the Bankruptcy Court.~~

Any party seeking to invoke its rights to terminate this Agreement shall give written notice thereof to the other party or parties specifying the provision hereof pursuant to which such termination is made and the effective date of such termination being the date of such notice.

Section 8.2 Effect of Termination. If this Agreement is terminated by either party in accordance with and pursuant to Section 8.1, then, except as otherwise provided in Section 8.3 and Section 9.10, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party; provided, however, that nothing herein shall relieve any party from liability for fraud or willful breach of any provision of this Agreement prior to such termination; provided, further, however, that the provisions of this

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Article VIII, Article IX or any provision requiring any party to pay or reimburse another ~~party's~~party's expenses shall survive any termination.

Section 8.3 Expense Reimbursement.

(a) Notwithstanding Section 8.2 of this Agreement, Purchaser shall have an Allowed Termination Claim equal to the amount of the Inc. Expense Reimbursement as provided in the Expense Reimbursement Order, to be paid in accordance with the terms and conditions set forth in the Expense Reimbursement Order, and Seller's obligation to pay the Inc. Expense Reimbursement shall have such status as is specified in the Expense Reimbursement Order.

(b) Seller's obligation to pay the Inc. Expense Reimbursement in accordance with the Expense Reimbursement Order shall be absolute and unconditional and not subject to any defense, claim, counterclaim, offset, recoupment, or reduction of any kind whatsoever and shall not be amended, discharged, expunged or released in any respect pursuant to any plan proposed in these Bankruptcy Cases.

ARTICLE IX.

MISCELLANEOUS

Section 9.1 Survival of Covenants, Representations and Warranties.

The representations and warranties set forth in Article IV and Article V shall not survive the Closing Date; provided, however, that all covenants and agreements set forth herein that contemplate or may involve actions to be taken or obligations in effect after the Closing Date (including, for the avoidance of doubt, Section 3.4, Section 6.2(c), Section 6.2(d), Section 6.7, Section 6.8, Section 6.9, and Section 6.12) shall survive the Closing Date.

Section 9.2 Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented in any and all respects, but only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify or supplement this Agreement. Any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by the party waiving compliance.

Section 9.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when mailed, delivered personally, telecopied (which is confirmed) or sent by an overnight courier service, such as Federal Express, to the parties at the following addresses:

if to Purchaser, to:

MAST Spectrum Acquisition Company LLC  
c/o MAST Capital Management, LLC  
200 Clarendon Street, 51st Floor

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Boston, MA 02116  
Facsimile:  
Attention: Peter A. Reed  
Adam M. Kleinman

with a copy (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
New York, New York 10016  
Facsimile: (212) 872-1002  
Attention: Michael S. Stamer  
Philip C. Dublin  
Russell W. Parks, Jr.

if to Seller, to:

One Dot Six Corp.  
10802 Parkridge Boulevard  
Reston, VA 20191  
Facsimile: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_  
Attention: Curtis Lu, General Counsel  
Marc Montagner, Chief Financial Officer

with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP  
One Chase Manhattan Plaza  
New York, New York 10005  
Facsimile: (212) 530-5219  
Attention: Matthew S. Barr  
Roland Hlawaty

or to such other address as a party may from time to time designate in writing in accordance with this Section 9.3. Each notice or other communication given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been received (i) on the Business Day it is sent, if sent by personal delivery or telecopy, or (ii) on the first Business Day after sending, if sent by overnight delivery, properly addressed and prepaid or (iii) upon receipt, if sent by mail (regular, certified or registered); provided, however, that notice of change of address shall be effective only upon receipt. The parties agree that delivery of process or other papers in connection with any such action or proceeding in the manner provided in this Section 9.3, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement



DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 9.5 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Disclosure Letter, the Purchaser Disclosure Letter and other schedules, annexes, and exhibits hereto, the Ancillary Agreements, the Conveyance Documents, and the Confirmation Order (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the parties, oral and written, with respect to the subject matter hereof, and (b) are not intended to confer upon any Person other than the parties hereto and thereto any rights or remedies hereunder. All of the rights and obligations of Seller under this Agreement are subject to the approval of the Bankruptcy Court or other court of competent jurisdiction.

Section 9.6 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 9.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

OF THE STATE OF NEW YORK AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

Section 9.8 Exclusive Jurisdiction; Waiver of Right to Trial by Jury. If the Bankruptcy Court does not have or declines to exercise subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party (a) agrees that all such actions or proceedings shall be heard and determined in federal court of the United States for the Southern District of New York, (b) irrevocably submits to the jurisdiction of such courts in any such action or proceeding, (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court, and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 9.3 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law). Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any Ancillary Agreement.

Section 9.9 Remedies. Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Seller or Purchaser in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

Section 9.10 Specific Performance. Seller and Purchaser acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agree that, in addition to any other remedies, Seller and Purchaser or their respective successors or assigns shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

Section 9.11 Assignment. In accordance with Section 2.7, Purchaser shall have the right prior to Closing to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Designees, provided that no such assignment shall relieve Purchaser of any of its obligations hereunder. Except as provided above, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party; provided that no such prior written consent shall be required for (a) an assignment by the Purchaser to any of its Affiliates, (b) an assignment by the

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

Purchaser of its rights and interests hereunder to any lender to the Purchaser for purposes of collateral security, provided that any such lender assumes the Purchaser's obligations hereunder, or (c) an assignment by the Purchaser of its rights and interests hereunder after the Closing to any purchaser of all or any portion of its assets or businesses; provided that any such purchaser assumes the Purchaser's obligations hereunder. Subject to the first sentence of this Section 9.11, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Any purported assignment in violation of this clause shall be void.

Section 9.12 Confidential Information. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall not have access to any of Seller's confidential information, until such time that Purchaser executes a confidentiality agreement in form and substance reasonably acceptable to Seller.

Section 9.13 Headings. The article, section, paragraph and other headings contained in this Agreement are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.14 No Punitive Damages. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT.

Section 9.15 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

“Accounts Receivable” means any and all trade accounts, notes and other receivables and indebtedness for borrowed money or overdue accounts receivable, in each case owing to Seller and all claims relating thereto or arising therefrom.

“Acquired Assets” has the meaning set forth in Section 2.1.

“Actions” has the meaning set forth in Section 2.1(t).

“Administrative Claim” has the meaning set forth in the Plan.

“Affiliate” has the meaning set forth in Rule 12b-2 of the Exchange Act.

“Agreement” or “this Agreement” means this Purchase Agreement, together with the Exhibits hereto and the exhibits and schedules thereto and the Disclosure Letter.

“Allocation Statement” has the meaning set forth in Section 2.5(c).

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Allowed” has the meaning set forth in the Plan.

“Allowed Termination Claim” means a claim (as such term is defined in section 101(5) of the Bankruptcy Code), which: (i) shall be entitled to administrative expense status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; (ii) shall not be subordinate to any other administrative expense claim against Seller (other than the carve-outs for professional fees and expenses set forth in the Cash Collateral Order); and (iii) shall survive the termination of this Agreement.

“Alternative Transaction” means (i) any investment in, financing of, capital contribution or loan to, or restructuring or recapitalization of all or any portion of Seller (including, without limitation, any exchange of Seller’s outstanding debt obligations for equity securities of Seller), (ii) any merger, consolidation, share exchange or other similar transaction to which Seller is a party, (iii) any sale that includes all or substantially all of the Acquired Assets of, or any issuance, sale or transfer of any equity interests in, Seller, (iv) any other transaction that transfers ownership of, economic rights to, or benefits in all or a substantial portion of the Acquired Assets, or (v) any chapter 11 plan of reorganization or liquidation for Seller other than the Plan; provided that, notwithstanding the foregoing, any plan of reorganization or liquidation which (x) contemplates the consummation of the Transactions or (y) does not apply to Seller shall not be deemed an Alternative Transaction.

“Ancillary Agreements” means the Conveyance Documents, the Transition Services Agreement and the Instrument of Assumption, and, in the case of each of the foregoing, all exhibits and appendices thereto.

“Applicable Law” means any law, regulation, rule, order, judgment, guideline or decree to which the Business, any Acquired Asset, or Seller, is subject.

“Assets” means assets, properties, rights, interests, claims, contracts, and businesses of every kind, type, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent, liquidated or unliquidated, whether owned, leased or licensed and wherever located, and all rents, issues, profits, royalties, entitlements, products and proceeds of any of the foregoing.

“Assumed Liabilities” has the meaning set forth in Section 2.3(a).

“Audited Financial Statements” has the meaning set forth in Section 4.2(a).

“Avoidance Actions” means any claim, right or cause of action of Seller arising under sections 544 through 553 of the Bankruptcy Code or other Applicable Law, except for any such actions (i) against Purchaser (all such claims to be released at the Closing); (ii) related to Designated Contracts; or (iii) in connection with any setoffs related to Acquired Assets.

~~“Back-Up Bidder” has the meaning set forth in the Bid Procedures Order.~~

“Balance Sheet” has the meaning set forth in Section 4.2(b).

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Bankruptcy Cases” has the meaning set forth in the recitals hereof.

“Bankruptcy Code” has the meaning set forth in the recitals hereof.

“Bankruptcy Court” has the meaning set forth in the recitals hereof.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

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

“Bill of Sale” means the bill of sale substantially in the form attached as Exhibit A hereto.

“Business” has the meaning set forth in the recitals hereof.

“Business Day” means any day, other than a Saturday, Sunday or “legal holiday” (as defined by Bankruptcy Rule 9006(a)).

“Cash and Cash Equivalents” means (i) cash and cash equivalents; (ii) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof, maturing within one (1) year from the date of issuance; (iii) certificates of deposit, time deposits, eurodollar time deposits, deposit accounts or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any commercial bank; (iv) commercial paper of an issuer and maturing within six (6) months from the date of acquisition; (v) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or Taxing Authority of any such state, commonwealth or territory or by any non-United States government, the securities of which state, commonwealth, territory, political subdivision, Taxing Authority or non-United States government (as the case may be); (vi) eurodollar time deposits having a maturity not in excess of 180 days to final maturity; (vii) any other investment in United States Dollars which has no more than 180 days to final maturity; or (viii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vii) of this definition.

“Cash Collateral Order” means that certain *Amended Agreed Final Order (A) Authorizing Debtors to Use Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties, and (C) Modifying Automatic Stay* Docket No. 544, or any subsequent cash collateral or financing order entered by the Bankruptcy Court applying to Seller.

“Cash Consideration” has the meaning set forth in Section 2.5(b)(i).

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Claim” has the meaning assigned to such term under Section 101(5) of the Bankruptcy Code.

“Closing” means the consummation of all transactions contemplated in this Agreement.

“Closing Date” has the meaning set forth in Section 3.1(b).

“Code” means the Internal Revenue Code of 1986, as amended.

“Communications Laws” means the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended, and/or any rule, regulation or published policy of the FCC or its staff acting pursuant to delegated authority, and any applicable communications laws or regulation of any other Governmental Entity.

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

“Confirmation Order” means an order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code, in form and substance satisfactory to Purchaser and Seller, and *inter alia*, approving the Agreement and authorizing and directing Seller to consummate the Transactions under Sections 105(a), 1123, 1129, 1141, 1142(b), 1145 and 1146(a) of the Bankruptcy Code.

“Contract” means any written agreement, contract, lease, license, consensual obligation, promise or undertaking.

“Conveyance Documents” means (i) the Bill of Sale; (ii) the Intellectual Property Instruments; (iii) all documents of title and instruments of conveyance necessary to Transfer record and/or beneficial ownership to Purchaser of Acquired Assets composed of automobiles, trucks, or other vehicles, trailers, and any other property owned by Seller which requires execution, endorsement and/or delivery of a certificate of title or other document in order to vest record or beneficial ownership thereof in Purchaser; and (iv) all such other documents of title, customary title insurance affidavits, deeds, endorsements, assignments and other instruments of conveyance or Transfer as, in the reasonable opinion of Purchaser’s counsel, are necessary or appropriate to vest in Purchaser good and marketable title to any Acquired Assets.

“Copyrights” means any non-United States or United States copyright registrations and applications for registration thereof, and any nonregistered copyrights, all content and information contained on any website, “mask works” (as defined under 17 U.S.C. § 901) and any registrations and applications for “mask works.”

“Credit Bid Purchase Price” has the meaning set forth in Section 2.5(a).

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Cure Costs” has the meaning set forth in Section 6.11.

“Debtors” means LightSquared Inc., a Delaware corporation and certain of its affiliates, including Seller, which filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“Designated Contract” has the meaning set forth in Section 2.1(b).

“Designee” has the meaning set forth in Section 2.7.

“DIP Claims” has the meaning set forth in the Plan.

“DIP Credit Agreement” means that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of July 19, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time), by and among One Dot Six Corp., the other Seller, the lenders signatory hereto and U.S. Bank National Association, as Administrative Agent and Collateral Agent for the lenders, as may be amended, modified, ratified, extended, renewed, or restated, as well as any other documents entered into in connection therewith.

“Disclosure Letter” means the disclosure letter of even date herewith prepared and signed by Seller and delivered to Purchaser simultaneously with the execution hereof.

“Effective Date” has the meaning set forth in the Plan.

“Electronic Delivery” has the meaning set forth in Section 9.15.

“Environmental Laws” means United States federal, state, local and non-United States laws, permits and governmental agreements and requirements of Governmental Entities relating to human health, safety and the environment, including, but not limited to, Hazardous Materials.

“Equipment” has the meaning set forth in Section 2.1(i).

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Expense Reimbursement Order” means the Order Approving Expense Reimbursement and Related Relief for L-Band Acquisition, LLC and MAST Spectrum Acquisition Company LLC and Related Entities [Docket No. 880].

“FCC” means the Federal Communications Commission or any successor agency thereto.

“FCC Application” means the application(s) filed on FCC Form 608 (or other form as may be required by the FCC) to request FCC approval to effectuate the assignment of the Spectrum Lease Agreement (including the Spectrum Sublease Agreement) from Seller to Purchaser pursuant to Section 1.9030(h) of the FCC’s rules whether through the assignment of

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

the Spectrum Lease Authorization, the transfer of control of Seller to Purchaser, the approval of a new leasing arrangement between Purchaser and OP LLC, or some other means.

“FCC Consent” means an order, orders, or public notice of the FCC (or its staff acting pursuant to delegated authority) granting or confirming the grant, of the FCC Application.

“FCC License” has the meaning set forth in Section 4.16(b).

“Final FCC Order” means an action by the FCC (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (ii) with respect to which no timely filed request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending, and (iii) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

“Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, the implementation or operation or effect of which has not been stayed, and as to which the time to appeal or petition for certiorari, has expired and as to which no appeal or petition for certiorari shall then be pending or in the event that an appeal or writ of certiorari thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, shall have been denied and the time to take any further appeal or petition for certiorari shall have expired.

“GAAP” means United States generally accepted accounting principles or international financial reporting standards, as may be applicable, and as consistently applied.

“Governmental Entity” means any national, federal, state, municipal, local, provincial, territorial, government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal, including any United States or other such entity anywhere in the world.

“Hazardous Material” means all substances or materials regulated as hazardous, toxic, explosive, dangerous, flammable or radioactive under any Environmental Law including, but not limited to: (i) petroleum, asbestos, or polychlorinated biphenyls; and (ii) all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan.

“Historical Financial Statements” has the meaning set forth in Section 4.2(b).

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.



DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Inc. Expense Reimbursement” has the meaning set forth in the Expense Reimbursement Order.

“Inc. Facility Credit Agreement” means the Credit Agreement dated as of July 1, 2011 (as amended as of August 23, 2011 and March 15, 2012) among LightSquared Inc., One Dot Six Corp, One Dot Four Corp., One Dot Six TVCC Corp., US Bank, as Administrative Agent and Collateral Agent, and the Lenders party thereto, as such agreement has been modified to date, as well as any other documents entered into in connection therewith.

“Inc. Facility – One Dot Six Guaranty Claims” has the meaning set forth in the Plan.

“Indebtedness” means, at any time and with respect to any Person: (i) all indebtedness of such Person for borrowed money; (ii) all indebtedness of such Person for the deferred purchase price of property or services (other than trade payables, other expense accruals and deferred compensation items arising in the ordinary course of business, consistent with past practice); (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business in respect of which such Person’s liability remains contingent); (iv) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (v) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (vi) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities; (vii) all Indebtedness of others referred to in clauses (i) through (vi) above guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (A) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (B) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness, (C) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered) or (D) otherwise to assure a creditor against loss in respect of such Indebtedness and (E) all Indebtedness referred to in clauses (A) through (D) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

“Instrument of Assumption” means the instrument of assumption substantially in the form attached as Exhibit B hereto.

“Intellectual Property” means Trademarks; Patents; Copyrights; Software; rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of real persons; inventions (whether or not patentable), discoveries,

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

improvements, ideas, know-how, formulae, methodologies, research and development, business methods, processes, technology, interpretive code or source code, object or executable code, libraries, development documentation, compilers (other than commercially available compilers), programming tools, drawings, specifications and data, and applications or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions; trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; database rights; Internet websites, web pages, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in websites; all rights under agreements relating to the foregoing; all books and records pertaining to the foregoing, and claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing; in each case used in or necessary for the conduct of Seller's businesses as currently conducted or contemplated to be conducted.

“Intellectual Property Instruments” means instruments of Transfer, in form suitable for recording in the appropriate office or bureau, effecting the Transfer of the Copyrights, Trademarks and Patents owned or held by Seller.

“Intercompany Receivables” means any and all amounts that are owed by any direct or indirect Subsidiary or Affiliate of Seller to Seller, in each case pursuant to bona fide obligations, and all claims relating thereto or arising therefrom; other than claims of Seller against LightSquared Inc. in respect of subrogation, contribution and/or reimbursement arising from Seller's satisfaction of DIP Claims and Inc. Facility-One Dot Six Guaranty Claims.

“Interests” means all liens, claims, interests, encumbrances, rights, remedies, restrictions, liabilities and contractual commitments of any kind or nature whatsoever, whether arising before or after the petition date in the Bankruptcy Cases, whether at law or in equity.

“Investment” means shares of stock (other than shares of stock in Subsidiaries), notes, bonds, debentures, options and other securities but not including Cash and Cash Equivalents.

“IRS” means the United States Internal Revenue Service.

“Knowledge” as applied to Seller, means the actual knowledge of each person listed on Section 9.15 of the Disclosure Letter, after due inquiry; and “knowledge” as applied to Purchaser, means the actual knowledge of each person listed in Section 9.15 of the Purchaser Disclosure Letter, after due inquiry.

“Leased Real Property” means the leasehold interests held by Seller under the Real Property Leases.

“License Agreements” has the meaning set forth in Section 4.7(b).

“Lien” means, with respect to any asset, any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code as in effect from time to time in the State of New York or comparable law of any jurisdiction) and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Material Adverse Effect” means any change, effect, event or condition that has had or would reasonably be expected to have (i) a material adverse effect on the assets, operations, results of operations or condition (financial or otherwise) of the Business or the Acquired Assets or (ii) a material adverse effect on the ability of Seller to consummate the Transactions; provided that the following shall not constitute a Material Adverse Effect and shall not be taken into account in determining whether or not there has been or would reasonably be expected to be a Material Adverse Effect: (A) changes in general economic conditions or securities or financial markets in general that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (B) changes in the industry in which Seller operates and that do not specifically relate to, or have a disproportionate effect on, the Business (relative to the effect on other Persons operating in the same industry as Seller), (C) changes in Applicable Law or interpretations thereof by any Governmental Entity that do not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (D) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller), (E) changes to the extent resulting from the announcement or the existence of, or compliance with, this Agreement and the Transactions (including without limitation any lawsuit related thereto), the impact on relationships with suppliers, customers or others and any action or anticipated action by the FCC as a result of this Agreement and/or the Transactions, (F) any changes in accounting regulations or principles that does not have a disproportionate effect on the Business (relative to the effect on other Persons operating in the same industry as Seller) and (G) any changes resulting from actions of Seller expressly agreed to or requested in writing by Purchaser.

“Material Contract” has the meaning set forth in Section 4.8.

“NOAA” means the National Oceanic Atmospheric Administration.

“NOAA Spectrum” means nationwide spectrum rights for 5 MHz in the 1675-1680 MHz band authorized by the FCC

“Nonassignable Asset” has the meaning set forth in Section 3.4.

“Nonassignable Designated Contract” has the meaning set forth in Section 6.12.

“Non-Assumed Liabilities” has the meaning set forth in Section 2.4.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Other Secured Claims” has the meaning set forth in the Plan.

“Owned Intellectual Property” has the meaning set forth in Section 4.7(e).

“Patents” means all patents, patent applications and non-United States counterparts thereof, and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing).

“Permits” means permits, certificates, licenses, filings, approvals and other authorizations of any Governmental Entity.

“Permitted Liens” means (i) zoning laws and other land use restrictions that do not materially impair the present use or occupancy of the property subject thereto, (ii) any statutory Liens imposed by law for material Taxes that are not yet due and payable, or that Seller is contesting in good faith in proper proceedings and which are set forth on Section 9.15 of the Disclosure Letter, (iii) any mechanics’, workmen’s, repairmen’s, warehousemen’s, carriers’ or other similar Liens arising in the ordinary course of business, consistent with past practice or being contested in good faith, (iv) with respect to any Real Property, any defects, easement rights of way, restrictions, covenants, claims or other similar charges, that would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on the use, title, value, intended use or possession of such Real Property, and (v) any Liens imposed by the DIP Credit Agreement or the Inc. Facility Credit Agreement in accordance with the terms thereof, which Liens shall be released at Closing.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or other entity.

“Plan” has the meaning set forth in the recitals hereof.

“Priority Non-Tax Claims” has the meaning set forth in the Plan.

“Priority Tax Claims” has the meaning set forth in the Plan.

“Purchase Price” has the meaning set forth in Section 2.5(a).

“Purchaser” has the meaning set forth in the preamble hereof.

“Purchaser Disclosure Letter” means the disclosure letter of even date herewith prepared and signed by Purchaser and delivered to Seller simultaneously with the execution hereof.

“Purchaser Material Adverse Effect” means a material adverse effect on the business, assets, operations, results of operations or financial condition of Purchaser or on Purchaser’s ability to consummate the Transactions or which delays Purchaser’s ability to consummate the Transactions in any material respect.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Real Property” means all real property that is owned or used by Seller or that is reflected as an Asset of Seller on the Balance Sheet.

“Real Property Leases” means the real property leases to which Seller is a party as described in Section 4.3(c).

“Regulatory Approvals” means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), waivers, early termination authorizations, clearances or written confirmation of no intention to initiate legal proceedings from Governmental Entities as required and as set out in Section 4.6 of the Disclosure Letter.

“Release” has the meaning set forth in Section 3.2(a)(ii).

“Retained Assets” has the meaning set forth in Section 2.2.

“Seller” has the meaning set forth in the preamble hereof.

“Seller Liabilities” means all Indebtedness, Claims, Liens, demands, expenses, commitments and obligations (whether accrued or not, known or unknown, disclosed or undisclosed, matured or unmatured, fixed or contingent, asserted or unasserted, liquidated or unliquidated, arising prior to, at or after the commencement of the Bankruptcy Cases) of or against Seller or any of the Acquired Assets.

“Seller Permits” has the meaning set forth in Section 4.12(c).

“Software” means any and all (i) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code or object code form, (ii) computerized databases and compilations, including any and all data and collections of data, and (iii) all documentation, including user manuals and training materials, relating to any of the foregoing.

“Solvent” has the meaning set forth in Section 5.11.

“Spectrum” means those certain spectrum rights in the 1670 – 1675 MHz band licensed by the FCC to OP LLC under Call Sign WPYQ831.

“Spectrum Lease Agreement” means (i) that certain Master Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007; (ii) the related Long-Term De Facto Transfer Lease Agreement by and among Crown Castle MM Holding LLC, OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated July 16, 2007.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Spectrum Lease Arrangement” means the long term de facto transfer lease of the Spectrum from OP LLC to Seller assigned Lease ID L000007295 by the FCC.

“Spectrum Sublease Agreement” means the related Long-Term De Facto Transfer Sublease Agreement by and between OP LLC and One Dot Six Corp. (as assignee of TVCC One Six Holdings LLC) dated August 13, 2008.

“Straddle Period Property Tax” has the meaning set forth in Section 6.9(c).

“Subsidiary” means, with respect to any Person, any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (a) at least 50% of the outstanding voting securities of which are at the time owned or controlled directly or indirectly by such Person or (b) with respect to which such Person possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management.

“Substantial Service Deadline” means October 1, ~~2013~~2015, the date by which Seller must demonstrate to the FCC that the Spectrum is being utilized to provide substantial service on a nationwide basis.

“Successful Bid” has the meaning set forth in the Bid Procedures Order.

“Successful Bidder” has the meaning set forth in the Bid Procedures Order.

“Tax” or “Taxes” means any and all United States federal, state, local or non-United States federal, provincial or municipal taxes, fees, levies, duties, tariffs, imposts, and other similar charges on or with respect to net income, alternative or add-on minimum, gross income, gross receipts, sales, use, *ad valorem*, franchise, capital, paid-up capital, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, or windfall profit tax, customs duties, value added or other tax, including Transfer Taxes, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Entity responsible for the imposition of any such tax.

“Tax Authority” means any Governmental Entity with responsibility for, and competent to impose, collect or administer, any form of Tax.

“Tax Return” means any return, claim, election, information return, declaration, report, statement, schedule, or other document made, prepared, filed or required to be made, prepared or filed in respect of Taxes and amended Tax Returns and claims for refund.

“Termination Date” has the meaning set forth in Section 8.1(c).

“Third Party” means any Person other than Seller, Purchaser or any of their respective Affiliates.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

“Trademarks” means any trademarks, service marks, trade names, corporate names, Internet domain names, designs, trade dress, product configurations, logos, slogans, and general intangibles of like nature, together with all translations, adaptations, derivations and combinations thereof, all goodwill, registrations and applications in any jurisdiction pertaining to the foregoing.

“Transactions” means all the transactions provided for or contemplated by this Agreement and/or the Ancillary Agreements.

“Transfer” means sell, convey, assign, transfer and deliver, and “Transferable” shall have a corollary meaning.

“Transfer Taxes” means all goods and services, harmonized sales, excise, sales, use, transfer, stamp, stamp duty, recording, value added, gross receipts, documentary, filing, and all other similar Taxes or duties, fees or other like charges, however denominated (including any real property transfer taxes and conveyance and recording fees and notarial fees), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the Transactions, regardless of whether the Governmental Entity seeks to collect the Transfer Tax from Seller or Purchaser.

“Transition Services Agreement” means the Transition Services Agreement to be executed at Closing by and between Seller, Purchaser, and the LP entities in the form attached hereto as Exhibit C.

“Unaudited Financial Statements” has the meaning set forth in Section 4.2(b).

“Wind Down Reserve” has the meaning set forth in the Plan.

Section 9.16 Bulk Transfer Notices. The Confirmation Order shall provide either that (a) Seller has complied with the requirements of any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law) or (ii) compliance with any bulk transfer provisions of the Uniform Commercial Code (or any similar Applicable Law) is not necessary or appropriate under the circumstances.

Section 9.17 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of Seller shall have any liability for any obligations or liabilities of Seller under this Agreement or the Ancillary Agreements of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

Section 9.18 Interpretation.

(a) When a reference is made in this Agreement to a Section, Article, subsection, paragraph, item or Exhibit, such reference shall be to a Section, Article, subsection, paragraph, item or Exhibit of this Agreement unless clearly indicated to the contrary.

DRAFT – SUBJECT IN ALL RESPECTS TO FURTHER NEGOTIATION AND APPROVAL BY PURCHASER (AS DEFINED HEREIN).

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(c) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party’s predecessors, successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) References to \$ are to United States Dollars.

(h) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(i) All references to the ordinary course of business or practice of Seller means the ordinary and usual course of normal day-to-day operations of the Business through the date hereof consistent with past practice, recognizing that Seller has filed the Bankruptcy Cases.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

**SELLER:**

ONE DOT SIX CORP.

By: \_\_\_\_\_

Name:

Title:

**PURCHASER:**

MAST SPECTRUM ACQUISITION COMPANY  
LLC

By: \_\_\_\_\_

Name:

Title:

**Exhibit A**

**Form of Bill of Sale**

**Exhibit B**

**Form of Instrument of Assumption**

**Exhibit C**  
**Form of Transition Services Agreement**

**Exhibit D**  
**Form of Release**

| <b>Summary report:</b>   |            |
|--|------------|
| <b>Litéra® Change-Pro TDC 7.5.0.112 Document comparison done on<br/>8/19/2014 3:05:38 PM</b> |            |
| <b>Style name:</b> Default Style   |            |
| <b>Intelligent Table Comparison:</b> Active  |            |
| <b>Original DMS:</b> iw://EASTDMS/EAST/104934394/12  |            |
| <b>Modified DMS:</b> iw://EASTDMS/EAST/104934394/16  |            |
| <b>Changes:</b>  |            |
| <u>Add</u>   | 76         |
| <del>Delete</del>  | 76         |
| <del>Move From</del>   | 6          |
| <u>Move To</u>   | 6          |
| <u>Table Insert</u>  | 0          |
| <del>Table Delete</del>  | 0          |
| <u>Table moves to</u>  | 0          |
| <del>Table moves from</del>  | 0          |
| Embedded Graphics (Visio, ChemDraw, Images etc.)   | 0          |
| Embedded Excel   | 0          |
| Format changes   | 0          |
| <b>Total Changes:</b>  | <b>164</b> |